



San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410

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www.sanbag.ca.gov



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- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
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AGENDA

Major Projects Committee

August 14, 2008

9:00 a.m.

Location:

SANBAG Offices

The Super Chief Room

**1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410**

Major Projects Committee Membership

Chair

John Pomierski, Mayor
City of Upland

Dennis Yates, Mayor
City of Chino

Rhodes "Dusty" Rigsby,
Mayor Pro Tem
City of Loma Linda

Vice-Chair

Grace Vargas, Mayor
City of Rialto

Gwenn Norton-Perry, Council Member
City of Chino Hills

Paul M. Eaton, Mayor
City of Montclair

Paul Biane, Supervisor
County of San Bernardino

Kelly Chastain, Mayor
City of Colton

Paul Leon, Mayor
City of Ontario

Dennis Hansberger, Supervisor
County of San Bernardino

Mark Nuaimi, Mayor
City of Fontana

Diane Williams, Council Member
City of Rancho Cucamonga

Josie Gonzales, Supervisor
County of San Bernardino

Bea Cortes, Council Member
City of Grand Terrace

Pat Gilbreath, Mayor Pro Tem
City of Redlands

Gary Ovitt, Supervisor
County of San Bernardino

Larry McCallon, Council Member
City of Highland

Pat Morris, Mayor
City of San Bernardino

Richard Riddell, Mayor
City of Yucaipa

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a **Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency

Major Projects Committee

**August 14, 2008
9:00 a.m.**

**LOCATION:
Santa Fe Depot
*The Super Chief Room***

1170 W. 3rd Street, 2nd Floor, San Bernardino

CALL TO ORDER – 9:00 a.m.
(Meeting chaired by Mayor John Pomierski.)

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications – Nessa Williams

1. Possible Conflict of Interest Issues for the SANBAG Major Projects Meeting of August 14, 2008 Pg. 11

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minutes summary for each month.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

2. Major Projects Attendance Roster

Pg. 14

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

Notes/Action

Consent Calendar Cont...

3. **Construction Change Orders to on-going SANBAG Construction Contracts with Atkinson/MCM JV, Atkinson Contractors LP, and Riverside Construction Co. Pg. 18**

Review and ratify change orders. **Garry Cohoe**

4. **Request For Qualifications (RFQ) No. C08200; associated with professional environmental services to support SANBAG on an as needed/on call task order basis. Pg. 29**

Authorize staff to release RFQ No. C08200 for ON-CALL environmental services. **Garry Cohoe**

Discussion Calendar

5. **Amendment No. 2 to Contract No. 03-014 with David Evans & Associates, Inc. to extend the period of performance. Pg. 73**

Approve Amendment No 2 to Contract No. 03-014 with David Evans & Associates, Inc. extending the period of performance by 16 months to December 31, 2009. **Garry Cohoe**

6. **Construction Contract No. C08-191 for Seismic Retrofit of the SR-210/Muscoy Underpass Pg. 77**

Award Construction Contract No. C08-191 for Seismic Retrofit of the SR-210/Muscoy Underpass/ **Garry Cohoe**

7. **Contract No. 08-165 with Berg and Associates for construction management services for Interstate 10/Riverside Avenue Interchange Pg. 79**

Approve Contract No. 08-165 with Berg and Associates for construction management services for Interstate 10/Riverside Avenue Interchange in an amount not to exceed \$3,830,989. **Garry Cohoe**

8. **Amendment No. 4 to SANBAG Contract No. 02-019 with LSA Associates, Inc for On-Call Environmental Services for SR-210, Segments 10 & 11.** Pg. 148

1. Approve Amendment No. 4 to Contract No. 02-019 with LSA Associates, Inc. increasing the contract amount by \$100,000 to fully fund the remaining SR-210 scope of work items and provide professional services associated with the preliminary investigation of environmental mitigation properties for future SANBAG projects.
2. Approve Budget Amendment to the Fiscal Year 2008/2009 budget increasing revenues and expenditures in the amount of \$100,000.

Garry Cohoe

9. **Amendment No. 1 to Cooperative Agreement (Contract C07085) for Construction of Ramona Avenue/UPRR Grade Separation Project in the City of Montclair** Pg. 154

Approve Amendment No. 1 to Cooperative Agreement (Contract C07085) between SANBAG and the City of Montclair for Construction of Ramona Avenue/UPRR Grade Separation Project **Garry Cohoe**

10. **Amendment No. 1 to Contract C08135 with URS Corporation DBA, URS Corporation Americas for the Valley Blvd/BNSF Grade Separation Project** Pg. 161

1. Approve Amendment No. 1 to Contract C08135 with URS Corporation DBA, URS Corporation Americas increasing the contract total amount from \$681,137.82 to \$800,342.07.
2. Approve budget increase for fiscal year 2008/2009 to Task 87309000 for the Valley Blvd/BNSF Grade Separation project in the amount of \$120,000.

Garry Cohoe

11. **Future SANBAG Major Freeway and Interchange Project environmental habitat mitigation.** Pg. 173

Receive update on the negotiations to acquire 199 acres of Alluvial Fan Scrub property (San Bernardino Kangaroo Rat habitat) in the vicinity of Lytle Creek. **Garry Cohoe**

12. Overview and update on the I-10 and Tippecanoe/Anderson Avenue Interchange project. Pg. 176

Receive project overview and update on I-10 and Tippecanoe/Anderson Avenue Interchange project. **Garry Cohoe**

13. Project Advancement Agreement Repayment Pg. 177

Adopt the following policies regarding the repayment of Measure I 2010-2040 Project Advancement Agreements for the Valley Interchange and Major Street Programs and for the Mountain/Desert Major Local Highway Programs:

1. **Overall Approach:** Use the reimbursement approach contained in all previously executed project advancement agreements (PAAs), i.e. pay reimbursements to all eligible advanced projects up to 40 percent of the revenues allocated to the program categories from which the projects will be funded.
2. **Commitment of Available Revenues:**

Valley Programs - Commit the full 40% of available revenues for each program to the reimbursement of Project Advancement Agreements on an annual basis, to provide additional certainty to jurisdictions regarding reimbursement timelines. The SANBAG Board, at its discretion, may increase the 40% apportionment level to a higher percentage specific to each program if the time between expenditure and reimbursement has become greater than six years or if the other project needs for the fiscal year are less than the remaining 60% of the pertinent program.

Mountain/Desert Subarea – The commitment percentage is to be determined through a recommendation from the subarea committees, review and approval of the Mountain/Desert Committee, and approval of the SANBAG Board.
3. **Order of reimbursement:** The order of reimbursement will be based on date of expenditure. Specifically, the dates of consultant and contractor invoices reflecting actual project expenditures will be used to represent the date of expenditure. Expenditures incurred prior to April 5, 2006 (the date when the model agreement for the Project Advancement Program was adopted by the SANBAG Board of Directors) will not be reimbursed.
4. **Execution of New Project Advancement Agreements:** Allow for execution of new PAAs through January 31, 2009, with expenditures to be reimbursed using the same criteria as existing PAAs. Reimbursement for invoices dated prior to April 2010 (the initiation date of Measure I 2010-2040) and not covered under a PAA cannot be guaranteed. Projects not under PAAs and incurring expenses from April 2010 onward will be reimbursed under policies being developed through the Strategic Plan for the respective programs.

5. **Quarterly Reimbursements:** Reimbursements by SANBAG for eligible expenditures will be provided on a quarterly basis. The first reimbursements will occur in approximately July 2010, following the quarterly reconciliation of sales tax dollars by the State.
6. **Project Cost to be Reimbursed:**
Valley Programs - For the Valley Interchange and Major Street Programs, SANBAG will pay up to the Measure I share of Nexus Study project cost or Measure I share of the actual cost, whichever is less. The Measure I share means the portion being contributed from Measure I 2010-2040 Valley Interchange or Major Street Program funds. For new PAAs (i.e. those executed after adoption of the policies in this agenda item), the Nexus Study project cost will be the cost included in the version of the Nexus Study in force at the time the first project expenditures were incurred or at the time of the execution of the agreement, whichever is earlier. This will provide cost equity with those projects already covered under existing PAAs.
Mountain/Desert Subareas - For the Mountain/Desert subareas, SANBAG will pay the Major Local Highway Program portion of the project cost (i.e. the Measure I share) negotiated on a project-by-project basis resulting from a recommendation from the subarea committees, review and approval of the Mountain/Desert Committee, and approval of the SANBAG Board.
7. **Submission of Invoices:** Jurisdictions must submit to SANBAG any reimbursable consultant and contractor invoices, or other verifiable record documenting the magnitude and date of expenditures on the project.
8. **Payment of Invoices by Date of Expenditure:** SANBAG staff will arrange the PAA invoices in order of expenditure (including invoices for projects still in progress), separately for each program and will draw a line at the point where cumulative expenditures (of the Measure I share of the cost) exceed the Board-established apportionment cap for each program for the given quarter. The Measure I share of the cost (i.e. the proportion of the cost being funded by the pertinent Measure I program) for all projects above the line will be reimbursed. All project expenditures below the line will wait for reimbursement until the following quarter. This process of quarterly payments will continue until all PAAs are fully repaid.
9. **Inclusion in Equitable Share Calculations:** For the Valley Major Street Program, reimbursement of PAAs will be included in the equitable share calculations maintained by SANBAG to ensure geographic equity over the life of the Measure.

Ty Schuiling

- 14. Additional Items from Committee Members
- 15. Brief Comments by General Public
- 16. Director's Comments
- 17. Acronym Listing

Pg. 186

ADJOURNMENT

**The next Major Projects Committee
Meeting is September 11, 2008**

Meeting Procedures and Rules of Conduct

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

**SANBAG General Practices for Conducting Meetings
of
Board of Directors and Policy Committees**

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on "Request to Speak" forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

The Vote as specified in the SANBAG Bylaws.

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

Call for the Question.

- At times, a member of the Board/Committee may "Call for the Question."
- Upon a "Call for the Question," the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair's discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

The Chair.

- At all times, meetings are conducted in accordance with the Chair's direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

Courtesy and Decorum.

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

Minute Action

AGENDA ITEM 1

Date: August 14, 2008

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
3-A	05-005	Atkinson Contractors Scott Lynn Kent Reiman MCM JV H McGovern	All American Asphalt Modern Alloys Diversified Landscaping JV Land Clearing Valley Concrete Placing Coffman Specialties Alcorn Fence Coral Construction Sudhakar Company

*

Approved
Major Projects Committee

Date: August 14, 2008

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

Item No. Cont.	Contract No.	Principals & Agents	Subcontractors (Continued)
3-A	05-005		Dywidag Systems Highlight Electric Regional Steel
3-B	07-095	Atkinson Contractors, LP <i>Scott Lyon</i> <i>Kent Reiman</i>	Sudhakar Diversified Landscape Statewide Safety and Signs Alcorn Fence Coral Construction West Coast Welding DSI Integrity Rebar CTM Construction Penhall VT Electric Ortiz Asphalt
3-C	C07174	Riverside Construction Co. <i>Dan Ennis</i>	A.C. Dike Alcorn Fence Co. American Steel Placer Avar Construction CTM Construction Foundation Pile Inc. Harber Companies High Light Electric Matich Corp. Pavement Recycling Sudhakar Company Ulmer Industries
5	03-014-02	David Evans and Associates <i>Bernard J. McNally</i>	None

Item No.	Contract No.	Principals & Agents	Subcontractors
7	08-165	Berg & Associates, Inc. <i>Deborah Berg,</i> <i>Tom Berg,</i> <i>Dave Smith</i>	Jacobs Engineering, Inc. DG Construction Management, Inc. Converse Consultants Psomas P&D Consultants
8	02-019-04	LSA Associates, Inc. <i>Rob McCann</i>	None
10	C08135-01	URS Corporation DBA, URS Corporation Americas <i>Jack Waldron, P.E.</i>	Psoma Tatsumi and Partners, Inc.

Financial Impact: This item has no direct impact on the SANBAG budget.

Reviewed By: This item is prepared monthly for review by SANBAG Board and Committee members.

AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2008

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Paul Eaton City of Montclair	X	X		X	X		X					
John Pomierski City of Upland	X	X	X	X	X	X						
Paul Biane Board of Supervisors	X	X	X		X	X						
Kelly Chastain City of Colton	X	X	X	X	X		X					
Robert Christman City of Loma Linda	X	X	X	X	X	X						
Rhodes "Dusty" Riggsby City of Loma Linda							X					
Bea Cortes City of Grand Terrace	X	X	X	X	X	X						
Pat Gilbreath City of Redlands	X	X		X	X	X	X					
Josie Gonzales Board of Supervisors	X		X	X		X	X					
Dennis Hansberger Board of Supervisors		X	X	X		X	X					
Larry McCallon City of Highland		X	X		X		X					
Patrick Morris City of San Bernardino		X	X	X	X	X						
Gwenn Norton-Perry City of Chino Hills				X								
Mark Nuaimi City of Fontana	X	X	X	X	X	X	X					

X = Member attended meeting.

* = Alternate member attended meeting.

Empty box = Member did not attend meeting

Crossed out box = Not a member at the time.

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Page 1 of 2

AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2008

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors				X	X		X					
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X					
Grace Vargas City of Rialto	X				X	X	X					
Paul Leon City of Ontario	X	X		X	X	X	X					
Diane Williams City of Rancho Cucamonga	X		X	X	X	X	X					
Dennis Yates City of Chino	X	X	X			X	X					

X = Member attended meeting.

* = Alternate member attended meeting.

Empty box = Member did not attend meeting

Crossed out box = Not a member at the time.

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AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2007

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Paul Eaton City of Montclair		X		X	CANCELLED	X	CANCELLED	X	X	X		CANCELLED
John Pomierski City of Upland	X	X		X		X		X	X	X	X	
Paul Biane Board of Supervisors	X	X	X					X	X			
Kelly Chastain City of Colton	X	X	X	X		X		X	*	X	X	
Robert Christman City of Loma Linda	X	X	X			X		X	X	X	X	
Bea Cortes City of Grand Terrace	X	X	X	X				X	X	X		
Pat Gilbreath City of Redlands	X	X	X	X		X		X	X	X	X	
Josie Gonzales Board of Supervisors	X			X								
Dennis Hansberger Board of Supervisors								X	X	X		
Larry McCallon City of Highland	X	X	X			X		X	X			
Patrick Morris City of San Bernardino	X	X	X	X		X		X		X	X	
Gwenn Norton-Perry City of Chino Hills		X						X				
Mark Nuaimi City of Fontana	X	X				X		X		X	X	
Gary Ovitt Board of Supervisors								X		X	X	

X = Member attended meeting. * = Alternate member attended meeting. Empty box = Member did not attend meeting. Crossed out box = Not a member at the time.
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AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2007

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Dick Riddell City of Yucaipa	X	X		X	CANCELLED		CANCELLED	X	X	X	X	CANCELLED
Grace Vargas City of Rialto	X	X	X	X		X			X		X	
Paul Leon City of Ontario		X	X	X		X		X	X	X		
Diane Williams City of Rancho Cucamonga	X	X	X	X		X		X	X	X	X	
Dennis Yates City of Chino	X	X				X		X	X	X	X	

Minute Action

AGENDA ITEM: 3

Date: August 14, 2008

Subject: Construction Change Orders to on-going SANBAG Construction Contracts with Atkinson/MCM JV, Atkinson Contractors LP, and Riverside Construction Co.

Recommendation:* Review and ratify change orders.

Background: Of the thirteen SANBAG's on-going construction contracts, three of the contracts have had construction change orders (CCO's) approved since the last Major Projects Committee. The CCO's are listed below:

- A. CN 05-005 with Atkinson Contractors/MCM JV for construction of SR-210 Segment 11 Early project: CCO No. 42, Supplement 1 (\$90,000 increase to install additional slotted drainage pipe to prevent ponding of water on the shoulder and HOV lane of the westbound SR-210).
- B. CN 07-095 with Atkinson Contractors, LP for construction of the I-215 5th Street Overcrossing: CCO No. 10 (\$2,500.00 increase to procure and install the bond connection detail for Southern California Edison, to enable SCE to ground their utility facility through the bridge); and CCO No. 12 (\$9,175.50 increase to compensate the

Approved
Major Projects Committee

Date: August 14, 2008

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

contractor for idle equipment and work forces because of a Right-of-Way delay, due to CHP not being able to provide requested COZEEP units).

- C. CN C07174 with Riverside Construction Co. for the construction of the Live Oak Canyon Bridge: CCO No. 5 (\$20,000.00 increase to revise plan sheets, relocate existing business sign and temporary fencing, and perform additional work to meet right of way obligations at the Live Oak Canyon Ranch); and CCO No. 8 (\$1,115.00 increase to change drainage inlet types, to accommodate the conduits in the concrete bridge barrier).

Financial Impact: This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. TN 82409000, TN 83809000 and TN 84309000.

Reviewed By: This item will be reviewed by the Major Projects Committee on August 14, 2008.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

OCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	OCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR		CT / FHWA Concurrence	SANBAG Approval		DATE APPROVED	STATUS/ REMARKS	
*CONTINGENCY & SUPPLEMENTAL WORK BUDGET >>> \$3,326,514.00																
1	MAINTAIN ROADWAY AND TRAFFIC CONTROL ...	EWFA	0	\$20,000.00				3/29/05	1/31/05	4/4/05	4/4/05	5/20/06	4/4/05	4/6/05	4/5/05	Approved & Implemented
(S)				\$20,000.00	0.06%	\$20,000.00 \$	3,306,514.00		4/6/05	<< Approved Copies						
1	ADDITIONAL FUNDS	EWFA	0	\$40,000.00				11/18/05	N/A	N/A	N/A	N/A	11/18/05	11/29/05	11/29/05	Approved & Implemented
S1				\$40,000.00	0.13%	\$60,000.00 \$	3,266,514.00		11/30/05	<< Approved Copies						
1	ADDITIONAL FUNDS	EWFA	0	\$150,000.00				6/20/08	N/A	N/A			6/20/08	7/14/08	7/14/08	Approved & Implemented
S2				\$150,000.00	0.47%	\$210,000.00 \$	3,116,514.00		7/14/08	<< Approved Copies						
2	MAINTAIN EXISTING AND TEMPORARY ELECTRICAL SYSTEM	EWFA	0	\$20,000.00				3/29/05	1/31/05	4/4/05	4/4/05	5/16/05	4/4/05	4/6/05	4/5/05	Approved & Implemented
S1				\$20,000.00	0.06%	\$230,000.00 \$	3,096,514.00		4/6/05	<< Approved Copies						
2	ADDITIONAL FUNDS	EWFA	0	\$60,000.00				12/21/05	N/A	N/A	N/A	N/A	12/22/05	1/9/06	1/9/06	Approved & Implemented
S1				\$60,000.00	0.19%	\$290,000.00 \$	3,036,514.00		1/9/06	<< Approved Copies						
2	ADDITIONAL FUNDS	EWFA	0	\$70,000.00				7/17/06	N/A	N/A		7/21/06	7/17/06	7/24/06	7/24/06	Approved & Implemented
S2				\$70,000.00	0.22%	\$360,000.00 \$	2,966,514.00		7/24/06	<< Approved Copies						
2	ADDITIONAL FUNDS	EWFA	0	\$150,000.00				6/20/08	N/A	N/A			6/20/08	7/14/08	7/14/08	Approved & Implemented
S3				\$150,000.00	0.47%	\$510,000.00 \$	2,816,514.00		7/14/08	<< Approved Copies						
3	FEDERAL APPRENTICESHIP TRAINING	ACUP	0	\$14,400.00				4/6/05	4/7/05	4/11/05	4/20/05	5/16/05	4/11/05	4/21/05	4/21/05	Approved & Implemented
(S)				\$14,400.00	0.05%	\$524,400.00 \$	2,802,114.00		4/21/05	<< Approved Copies						
4	REMOVE ADDITIONAL TREES & CLEAR / GRUB TO FACILITATE UTILITY RELOCATION	EWFA	0	\$15,000.00				4/6/05	4/7/05	4/11/05	4/20/05	5/16/05	4/11/05	4/21/05	4/21/05	Approved & Implemented
S1				\$15,000.00	0.05%	\$539,400.00 \$	2,787,114.00		4/21/05	<< Approved Copies						
4	ADDITIONAL FUNDS	EWFA	0	\$15,000.00				7/6/05	N/A	N/A	N/A	N/A	7/25/05	7/26/05	7/26/05	Approved & Implemented
S1				\$15,000.00	0.05%	\$554,400.00 \$	2,772,114.00		7/27/05	<< Approved Copies						
5	SWPPP MAINTENANCE	EWFA	0	\$40,000.00				5/9/05	5/9/05	5/11/05	5/17/05		5/11/05	5/18/05	5/17/05	Approved & Implemented
(S)				\$40,000.00	0.13%	\$594,400.00 \$	2,732,114.00		5/18/05	<< Approved Copies						
6	MAINTAIN EXISTING UTILITY FACILITIES	EWFA	0	\$15,000.00				8/11/05	8/17/05	9/14/05	9/15/06		9/15/05	9/19/05	9/19/05	Approved & Implemented
S1				\$15,000.00	0.05%	\$609,400.00 \$	2,717,114.00		9/19/05	<< Approved Copies						
6	ADDITIONAL FUNDS	EWFA	0	\$85,000.00				10/14/05	N/A	N/A	N/A	N/A	10/19/05	10/25/05	10/25/05	Approved & Implemented
S1				\$85,000.00	0.27%	\$694,400.00 \$	2,632,114.00		10/25/05	<< Approved Copies						
7	HIGHLAND-DELMANN WATER MADISON DRIVEWAY	EWFA	0	\$15,800.00				10/27/06	10/27/06	11/3/06	11/3/06	2/7/06	1/27/06	1/27/06	6/8/06	Approved & Implemented
S1		ITEM		\$4,200.00	0.06%	\$714,400.00 \$	2,612,114.00		5/12/06	5/25/06	6/5/06	6/16/06	5/25/06	5/25/06	6/16/06	Approved & Implemented
8	CONFINED SPACE ATTENDANT	EWFA	0	\$10,000.00				6/6/05	6/6/05	6/10/05	6/10/05	8/1/05	6/10/05	6/15/05	6/15/05	Approved & Implemented
S1				\$10,000.00	0.03%	\$724,400.00 \$	2,602,114.00		6/15/05	<< Approved Copies						
8	ADDITIONAL FUNDS	EWFA	0	\$20,000.00				11/21/05	N/A	N/A	N/A	N/A	11/21/05	11/29/05	11/29/05	Approved & Implemented
S1				\$20,000.00	0.06%	\$744,400.00 \$	2,582,114.00		11/30/05	<< Approved Copies						
9	STATE STREET PILE DEPTH REVISION / PRE-DRILLING	ITEM	0	\$2,905.00				7/19/05	7/19/05	8/5/05	7/22/05	8/17/05	8/5/05	8/9/05	8/9/05	Approved & Implemented
S1		EWLS		\$64,580.00	0.20%	\$808,980.00 \$	2,517,534.00		8/10/05	<< Approved Copies						

CCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO FROM	CT / FHWA Concurrent TO FROM	SANBAG Approval FROM TO	DATE APPROVED	STATUS/REMARKS
10	MAN MADE BURIED OBJECTS	EWFA	0	\$15,000.00	0.05%	\$823,980.00	\$ 2,502,534.00	8/15/05	8/17/05	8/30/05	9/15/05	9/19/05	Approved & Implemented
10	ADDITIONAL FUNDS	EWFA	0	\$15,000.00	0.05%	\$823,980.00	\$ 2,502,534.00	12/22/05	N/A	N/A	12/22/05	1/9/06	Approved & Implemented
11	STATE STREET OPEN CHANNEL CABLE RAILING (SSSD)	EWAP	0	\$7,693.72	0.05%	\$843,980.00	\$ 2,482,534.00	12/8/05	12/19/06	12/14/05	12/18/06	1/18/06	Approved & Implemented
12	ELECTRICAL SERVICE CONNECTION FEES	EWFA	0	\$15,000.00	0.05%	\$851,673.72	\$ 2,474,840.28	8/15/05	9/21/05	8/30/05	9/22/05	9/27/05	Approved & Implemented
13	TRAFFIC SIGNAL LOOPS @ HIGHLAND/MACY & HIGHLAND/CALIFORNIA	EWFA	0	\$35,000.00	0.11%	\$901,673.72	\$ 2,424,840.28	9/21/05	9/28/05	11/10/05	9/21/05	9/28/05	Approved & Implemented
14	REMOVE AND REPLACE MUSCOY WATER LINE NORTH OF HIGHLAND (SSSD)	EWLS	0	\$23,758.92	0.23%	\$974,433.14	\$ 2,352,060.86	11/16/05	12/5/05	11/23/05	11/30/05	12/7/05	Approved & Implemented
14	ADDITIONAL MMWD UTILITY WORK ON STATE STREET	EWLS	0	\$31,073.00	0.07%	\$998,212.06	\$ 2,328,301.94	11/13/06	11/14/06	11/14/06	11/30/06	12/11/06	Approved & Implemented
14	MUSCOY MUTUAL WATER SERVICE AT 19TH STREET & CALIFORNIA	EWLS	0	\$31,073.00	0.10%	\$1,029,285.06	\$ 2,297,228.94	1/3/06	1/19/06	1/31/06	4/3/06	4/5/06	Approved & Implemented
15	REVISED MBGR STANDARD PLAN	NCNC	0	\$0.00	0.00%	\$1,029,285.06	\$ 2,297,228.94	11/22/05	12/1/05	12/14/05	12/22/05	1/9/06	Approved & Implemented
16	PEDESTRIAN OPENINGS (CREDIT) - STATE STREET BRIDGE	ADJ	0	\$3,602.00	-0.01%	\$1,025,683.06	\$ 2,300,830.94	4/5/06	4/14/06	4/28/06	4/20/06	5/3/06	Approved & Implemented
17	LOCAL STREET NAME SIGNS & NORM JOHNSON WAY CHANGE	EWUP ACUP	0	\$5,595.72	0.05%	\$1,040,193.78	\$ 2,286,320.22	12/14/05	12/28/05	1/15/06	12/18/06	1/18/06	Approved & Implemented
18	MADISON/GARDENA KEYSTONE WALL AND MIXON DRIVEWAY	EWFA	0	\$13,500.00	0.04%	\$1,053,693.78	\$ 2,272,820.22	8/19/06	8/19/06	8/25/06	8/19/06	8/19/06	Approved & Implemented, Processed Unilateral.
19	ADJUSTMENT TO VARIOUS ELECTRICAL BID ITEMS	ACLS	0	\$9,150.04	-0.03%	\$1,044,543.74	\$ 2,281,970.26	12/11/06	12/18/06	12/18/06	12/18/06	12/18/06	Approved & Implemented
20	SOUNDWALL 196	ITEM EWFA	0	\$5,813.54	-0.01%	\$1,042,230.20	\$ 2,284,283.80	12/12/06	12/18/06	12/18/06	12/18/06	12/18/06	Approved & Implemented
21	CAJON OH BENT 2 ALTERNATIVE PILE	ITEM ADJ	0	\$2,865.00	0.05%	\$1,062,026.44	\$ 2,264,487.56	3/7/06	3/8/06	4/6/06	3/7/06	4/19/06	Approved & Implemented
22	SIGN STRUCTURE SPEC CHANGE	ITEM EWFA ADJ	0	\$24,876.50	-0.01%	\$1,099,672.44	\$ 2,266,841.56	3/29/06	4/3/06	6/23/06	3/29/06	4/19/06	Approved & Implemented
23	TOE ISSUES AT 20TH STREET: BLOCK WALL	EWFA	0	\$20,000.00	0.05%	\$1,079,672.44	\$ 2,246,841.56	4/19/06	4/19/06	6/23/06	4/19/06	4/19/06	Approved & Implemented

CCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	COO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO FROM	CT FHWA Concurrence TO FROM	SANBAG Approval TO FROM	DATE APPROVED	STATUS/REMARKS
23	ADDITIONAL FUNDS	EWFA	0	\$35,000.00				1/18/07	N/A	N/A	1/24/07	1/24/07	Approved & Implemented
S1				\$35,000.00	0.11%	\$1,114,672.44	\$ 2,211,841.56		1/24/07 << Approved Copies				
23	ADDITIONAL FUNDS & TIME ADJUSTMENT of 65 WORKING DAYS	EWFA	65	\$30,000.00				3/8/07	3/9/07 4/3/07 (1:30 PM)	3/9/07	3/9/07	4/4/07	Approved & Implemented
S2				\$30,000.00	0.09%	\$1,144,672.44	\$ 2,181,841.56		4/4/07 << Approved Copies				
24	MODIFICATIONS TO SSSD @ BASELINE: ADD'L RSP, HEADWALL & 60mm AP	EWFA	0	\$30,000.00				6/1/06	6/6/06 6/14/06	6/6/06	6/5/06	6/26/06	Approved & Implemented
S1				\$30,000.00	0.09%	\$1,174,672.44	\$ 2,151,841.56		6/26/06 << Approved Copies				
24	ADDITIONAL FUNDS - CCO CLOSE OUT	EWFA	0	\$28,250.17				1/31/07	N/A	N/A	2/5/07	2/5/07	Approved & Implemented
S1				\$28,250.17	0.09%	\$1,202,922.61	\$ 2,123,591.39		2/5/07 << Approved Copies				
25	STATE STREET ADD'L SLOPE PAVING	ITEM	0	\$43,050.00				5/11/06	5/19/06 6/23/06	5/19/06	5/14/06	7/12/06	Approved & Implemented
S1				\$43,050.00	0.13%	\$1,245,972.61	\$ 2,080,541.39	n/a	n/a	6/21/06	6/23/06		
26	MODIFICATIONS TO TIEBACK RETAINING WALL @ "L" LINE	EWLS	0	\$9,047.00				9/14/06	9/15/06 11/3/06	9/15/06	9/14/06	11/6/06	Approved & Implemented
S1				\$9,047.00	0.03%	\$1,255,019.61	\$ 2,071,494.39		11/7/06 << Approved Copies				
27	SSSD MODIFICATIONS: INCREASE IN SIZE OF THE NO.3 CATCH BASINS	ACLS	0	\$36,750.00				10/16/06	10/16/06 10/18/06	10/16/06	10/14/06	10/19/06	Approved & Implemented
S1				\$36,750.00	0.12%	\$1,291,769.61	\$ 2,034,744.39		10/23/06 << Approved Copies				
27	SSSD MODIFICATIONS ON STATE ST BETWEEN HIGHLAND AND ADAMS	ITEM	0	\$38,720.00				11/30/06	12/4/06 12/14/06	12/1/06	12/14/06	12/18/06	Approved & Implemented
S1				\$38,720.00	0.16%	\$1,342,543.25	\$ 1,983,970.75		12/4/06 << Approved Copies				
27	ADDITIONAL FUNDS TO CCO 27	EWFA	0	\$62,000.00				3/19/20	1/8/07 << Approved Copies			3/27/07	Approved & Implemented
S2				\$62,000.00	0.19%	\$1,404,543.25	\$ 1,921,970.75		N/A	N/A	3/22/07		
28	DELETE SCHEDULE B, WORK MOVE TO MAINLINE PROJECT	ITEM	141	\$998,176.70				11/30/06	3/28/07 << Approved Copies			1/22/07	Approved & Implemented
S1				\$998,176.70	-3.31%	\$347,520.52	\$ 2,978,993.48		12/4/06 12/14/06	12/1/06	12/14/06		
29	ADDITIONAL U-BARS ON HIGHLAND WINGWALL PILES	EWLS	0	\$8,500.00				9/29/06	1/22/07 << Approved Copies			10/5/06	Approved & Implemented
S1				\$8,500.00	0.03%	\$356,020.52	\$ 2,970,493.48		10/5/06 10/10/06	10/2/06	9/29/06		
30	AC PRICE INDEX FLUCTUATION	ACUP	0	\$121,385.44				11/3/06	10/10/06 << Approved Copies			12/6/06	Process UNILATERAL. Approved & Implemented
S1				\$121,385.44	0.38%	\$477,405.96	\$ 2,849,108.04		11/7/06 (Returned Unsigned)	11/7/06	11/9/06		
30	SUPPLEMENT TO AC PRICE INDEX FLUCTUATION	ACUP	0	\$8,994.16				1/11/07	N/A	N/A	1/11/07	1/22/07	Process UNILATERAL. Approved & Implemented
S1				\$8,994.16	0.03%	\$486,400.12	\$ 2,840,113.88		1/22/07 (Will Not Sign)				
30	(2ND) SUPPLEMENT TO AC PRICE INDEX FLUCTUATION	ACUP	0	\$52,436.10				4/7/08	4/7/08 (Will Not Sign)			4/7/08	Process UNILATERAL. Approved & Implemented
S2				\$52,436.10	0.16%	\$538,836.22	\$ 2,787,677.78		4/8/08 << Approved Copies				
31	MOVE MORE WORK & PUNCHLIST ITEMS TO MAINLINE CONTRACT	ACLS	0	\$10,000.00				3/16/07	3/20/07 3/27/07	3/20/07	3/20/07	3/27/07	Approved & Implemented
S1				\$10,000.00	-0.03%	\$528,836.22	\$ 2,797,677.78		3/28/07 << Approved Copies				
32	MUSCOY MUTUAL WATER MATERIAL ESCALATION	EWLS	0	\$30,326.81				3/7/07	3/9/07 3/23/07	3/9/07	3/28/07	3/27/07	Approved & Implemented
S1				\$30,326.81	0.10%	\$559,163.03	\$ 2,767,350.97		3/28/07 << Approved Copies				
33	CITY OF SAN BERNARDINO WATER LINE CONFLICT ON CALIFORNIA ST. PHASE 'A'	EWFA	DEF	\$55,000.00				10/9/07	10/9/07 10/10/07	10/9/07	10/9/07	10/10/07	Approved & Implemented
S1				\$55,000.00	0.17%	\$614,163.03	\$ 2,712,350.97		10/11/07 << Approved Copies				

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

SEGMENT 11 EARLY PROJECT
CONTRACT No. 05-005

(Updated: 7/30/2008)

CCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO FROM	CT FHWA Concurrence TO FROM	SANBAG Approval TO FROM	DATE APPROVED	STATUS/REMARKS
33	CITY OF SAN BERNARDINO WATER LINE CONFLICT ON CALIFORNIA ST. PHASE 'B'	EWFA	DEF	\$65,000.00	0.20%	\$679,163.03	\$ 2,647,350.97	11/5/07	11/6/07 12/17/07	11/7/07	11/6/07 12/17/07	12/19/07	Approved & Implemented
34	BIO-SWALES FOR BASINS NO.4, NO.5, NO.6	EWFA	DEF	\$148,000.00	0.46%	\$827,163.03	\$ 2,499,350.97	10/9/07	10/9/07 10/10/07	10/9/07	10/9/07 10/11/07	10/10/07	Approved & Implemented
34	ADDITIONAL FUNDS	EWFA	0	\$150,000.00		\$827,163.03	\$ 2,499,350.97	6/20/08	N/A		6/20/08 7/14/08	7/14/08	Approved & Implemented
35	ADDITIONAL AC PAVEMENT AND GRINDING	ACLS	0	\$21,320.72	0.47%	\$977,163.03	\$ 2,349,350.97	1/28/08	1/29/08	Returned	1/28/08 4/23/08	4/28/08	Process Unilaterally 4/23/08
35	ADDITIONAL AC PAVEMENT BY ALL AMERICAN ASPHALT	ACLS	0	\$21,320.72	0.07%	\$998,483.75	\$ 2,328,030.25	6/10/08	6/18/08	Unassigned	6/10/08 6/16/08		IN PROCESS
36	EROSION CONTROL	ITEM	0	\$19,138.14	0.06%	\$1,017,621.89	\$ 2,308,892.11	10/18/07	10/25/07 11/27/07	10/25/07	10/25/07 12/5/07	12/4/07	Approved & Implemented
37	CAJON OH SLOPE PAVING REPAIR	EWFA	DEF	\$32,361.80	0.10%	\$1,050,003.69	\$ 2,276,510.31	10/23/07	10/25/07 11/16/07	10/25/07	10/23/07 11/19/07	11/26/07	Approved & Implemented
38	SEGMENT 11 FLATWORK	EWFA	DEF	\$100,000.00	0.31%	\$1,150,003.69	\$ 2,176,510.31	11/5/07	11/20/07 11/27/07	11/20/07	11/5/07 11/20/07	12/4/07	Approved & Implemented
38	ADDITIONAL FUNDS	EWFA	0	\$40,000.00	0.13%	\$1,190,003.69	\$ 2,136,510.31	6/20/08	12/5/07	Approved Copies	6/20/08 7/14/08	7/14/08	Approved & Implemented
39	ADDITIONAL MBGR	EWFA	DEF	\$80,000.00	0.25%	\$1,270,003.69	\$ 2,056,510.31	12/10/07	7/14/08	Approved Copies	12/10/07 12/17/07	12/19/07	Approved & Implemented
40	REPAIR ERODED SLOPES AND RAIN DAMAGE	EWFA	DEF	\$50,000.00	0.16%	\$1,320,003.69	\$ 2,006,510.31	1/23/08	1/28/08 2/1/08	1/28/08	1/23/08 2/4/08	2/12/08	Approved & Implemented
41	ADDITIONAL K-RAIL IN FREEWAY MEDIAN	ACLS	0	\$50,000.00	0.16%	\$1,370,003.69	\$ 1,956,510.31	1/23/08	2/12/08	Approved Copies	1/23/08 1/28/08	5/9/08	Approved & Implemented
42	W/B 210 SLOTTED PIPE (Inc. Traffic Control)	EWFA	DEF	\$101,306.40	0.43%	\$1,506,310.09	\$1,820,203.91	2/22/08	2/27/08 4/23/08	2/27/08	2/22/08 4/23/08	4/28/08	Approved & Implemented
42	ADDITIONAL FUNDS	EWFA	0	\$35,000.00	0.31%	\$1,606,310.09	\$1,720,203.91	6/20/08	4/28/08	Approved Copies	6/20/08 7/14/08	7/14/08	Approved & Implemented
43	27TH ST. SLOPE PAVING	EWFA	DEF	\$90,000.00	0.28%	\$1,696,310.09	\$1,630,203.91	2/26/08	7/14/08	Approved Copies	2/26/08 4/23/08	4/28/08	Approved & Implemented
44	TAU II BARRIER @ 'L' LOOP (Inc. Traffic Control)	EWFA	DEF	\$50,000.00	0.16%	\$1,746,310.09	\$1,580,203.91	3/13/08	4/28/08	Approved Copies	3/13/08 4/23/08	4/28/08	Approved & Implemented
45	ADDITIONAL EROSION CONTROL (Inc. Traffic Control)	EWUP	DEF	\$50,000.00	0.16%	\$1,796,310.09	\$1,530,203.91	3/20/08	4/28/08	Approved Copies	3/20/08 4/23/08	4/28/08	Approved & Implemented
		EWFA		\$65,960.50	0.22%	\$1,866,270.59	\$1,460,243.41		4/28/08	Approved Copies	4/28/08 4/23/08	4/28/08	Approved & Implemented

CCO NO.	DESCRIPTION (\$ = With Supplemental \$)	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR		CT / FHWA Concurrence		SANBAG Approval		DATE APPROVED	STATUS/ REMARKS		
									TO	FROM	TO	FROM	TO	FROM				
46	SETTLEMENT OF NOPCS AND DISPUTES	ACLS	DEF	\$101,912.22	0.32%	\$1,968,182.81	\$1,358,331.19	6/10/08					6/10/08	6/16/08		IN PROCESS		
47	TIME ADJUSTMENT	TIME	164	\$0.00		\$1,968,182.81	\$1,358,331.19	6/17/08					6/17/08	6/18/08		IN PROCESS		
ITEM & CCO BALANCE: OVERRUN(-) / UNDERRUN(+)																		
							\$ 94,923.84											
TOTAL TO DATE>>>>>>>>				370	\$1,968,182.81	6.17%	\$ 1,453,255.03	<<< Balance Inclusive of Item & CCO Overrun									Total Approved CCO>>>	\$1,847,132.45
																Pending CCOs>>>	\$121,050.36	
NOTES * Includes Supplemental Funds & SANBAG Furnished Materials																		

NOTES

SUMMARY OF NET BALANCE FOR COMPLETED ITEMS & CCO WORK			
ITEM NO.	\$ Overrun	\$ Balance	CCO NO.
		\$180,206.54	
		This Amount (\$ Balance) is taken from the Summary of Completed ITEMS OF WORK in the Project Status form.	
		\$ Overrun	\$ Balance (\$85,282.70)
		Total Overrun \$94,923.84	
As of Est. 32 (03/20/08). Prepared on _____			

SUMMARY OF ANTICIPATED COSTS (i.e. More Overruns, ewbs, ..)	
	\$ _____

This Amount is taken from OTHER ANTICIPATED COSTS in the Project Status form >>>

I-215 FIFTH ST OC
CONTRACT No. C07-095

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 7/30/2008)

CCO NO.	DESCRIPTION	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR	CT	SANBAG	DATE APPROVED	STATUS/REMARKS
									TO	FROM	TO	FROM	
*CONTINGENCY & SUPPLEMENTAL WORK BUDGET >>>													
				\$50,000.00		Billings Paid	Balance Remaining		02/12/07	02/15/07	02/17/07	02/20/07	Contract Bid Amount >> \$16,663,245.50
1	TRAFFIC CONTROL	EWFA	0			\$50,000.00	\$0.00		02/12/07	02/15/07	02/17/07	02/20/07	Approved & Implemented
(S)													
1	TRAFFIC CONTROL - ADDITIONAL FUNDS	EWFA	0		0.30%	\$50,000.00	\$1,808,324.55		02/20/07	N/A	N/A	04/22/08	Approved & Implemented
(S)													
2	SWPPP MAINTENANCE	EWFA	0		0.15%	\$25,000.00	\$7,182.47		04/22/07	<< Approved Copies	03/13/07	03/12/07	Approved & Implemented
(S)													
3	MAINTAIN EXISTING ELECTRICAL	EWFA	0		0.12%	\$20,000.00	\$5,559.22		03/13/07	<< Approved Copies	03/13/07	03/12/07	Approved & Implemented
(S)													
3	MAINTAIN EXISTING ELECTRICAL - ADDITIONAL FUNDS	EWFA	0		0.15%	\$25,000.00	\$0.00		03/20/07	<< Approved Copies	03/20/07	03/19/07	Approved & Implemented
(S)													
4	UTILITY CONFLICTS	EWFA	0		0.09%	\$15,000.00	\$7,958.85		03/28/07	N/A	N/A	05/22/08	Approved & Implemented
(S)													
4	UTILITY CONFLICTS - ADDITIONAL FUNDS	EWFA	0		0.15%	\$25,000.00	\$1,713,324.55		04/16/07	<< Approved Copies	04/16/07	04/16/07	Approved & Implemented
(S)													
4	UTILITY CONFLICTS - ADDITIONAL FUNDS	EWFA	0		0.06%	\$10,000.00	\$0.00		01/28/08	<< Approved Copies	01/28/08	01/28/08	Approved & Implemented
(S)													
5	RETAINING WALL CHANGES - ABUTMENT 6 NORTH	ITEM	0		0.08%	\$10,000.00	\$1,693,324.55		04/22/08	<< Approved Copies	04/22/08	04/22/08	Approved & Implemented
(S)													
5	RETAINING WALL CHANGES - ABUTMENT 6 NORTH	EWFA	0			\$7,500.00	\$506.84		11/28/07	12/03/07	11/21/07	12/05/07	Approved & Implemented
(S)													
6	ANCHOR BOLT SPEC CHANGE	Adj. Comp.				\$584.61	\$0.00		12/05/07	<< Approved Copies			
(S)													
6	ANCHOR BOLT SPEC CHANGE	NCNC	0		0.00%	\$0.00	\$0.00		09/12/07	09/11/07	09/12/07	09/18/07	Approved & Implemented
(S)													
7	LOWER DRAINAGE INLETS OF DS 4 & 6	EWFA	0		0.00%	\$20,000.00	\$1,718,771.76		10/02/07	<< Approved Copies	10/02/07	10/03/07	Approved & Implemented
(S)													
7	DRAINAGE RELOCATIONS - ADDITIONAL FUNDS	EWFA	0		0.10%	\$16,000.00	\$0.00		10/03/07	<< Approved Copies	10/03/07	10/03/07	Approved & Implemented
(S)													
8	RETAINING WALL CHANGES - ABUTMENT 6 SOUTH	EWFA	0		0.09%	\$15,000.00	\$10,981.49		04/22/08	<< Approved Copies	04/22/08	04/22/08	Approved & Implemented
(S)													
9	MAST ARMS	EWFA	0		-0.62%	\$40,000.00	\$1,791,502.16		12/14/07	01/15/08	12/14/07	01/15/08	Approved & Implemented
(S)													
9	MAST ARMS	EWFA	0		0.24%	\$40,000.00	\$1,751,502.16		01/15/08	<< Approved Copies	01/15/08	01/15/08	Approved & Implemented
(S)													

I-215 FIFTH ST OC
CONTRACT No. C07-095

San Bernardino Associated Governments

* Includes Supplemental Funds & SANBAG Furnished Materials

[illegible]

CCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR		CT/HWA Concurrence		SANBAG Approval		DATE APPROVED	STATUS/REMARKS
									TO	FROM	TO	FROM	TO	FROM		
*CONTINGENCY & SUPPLEMENTAL WORK BUDGET >>>																
\$1,249,056.00																
1	MAINTAIN ROADWAY AND TRAFFIC CONTROL ... (S)	EWFA	0	\$30,000.00				10/1/07	10/5/07	10/15/07	10/1/07	10/1/07	10/16/07	10/17/07	10/17/07	Approved & Implemented
2	DELETE SIGN STRUCTURE ITEMS 92 & 893	ITEM	0	\$30,000.00 -\$8,082.00	0.28%	\$30,000.00 \$	1,219,056.00	9/22/07	10/5/07	10/15/07	9/22/07	9/22/07	10/16/07	10/17/07	10/17/07	Approved & Implemented
3	MAINTAIN ELECTRICAL SYSTEMS	EWFA	0	-\$8,082.00 \$15,000.00	-0.08%	\$21,918.00 \$	1,227,138.00	10/1/07	10/6/07	10/15/07	10/1/07	10/1/07	10/16/07	10/17/07	10/17/07	Approved & Implemented
4	BURIED MAN-MADE OBJECTS	EWFA	0	\$15,000.00	0.14%	\$36,918.00 \$	1,212,138.00				2/27/08					Approved & Implemented
5	RIGHT OF WAY OBLIGATIONS	EWFA	0	\$15,000.00 \$20,000.00	0.14%	\$51,918.00 \$	1,197,138.00	3/10/08	3/12/08	3/12/08	3/12/08	3/24/08	4/1/08	3/27/08	3/27/08	Approved & Implemented
6	RETAINING WALL 975 ELEVATION CHANGES & DRAINAGE.	ITEM EWLS	0	\$3,705.00 \$4,680.75				6/6/08	6/9/08	7/1/08	6/9/08	6/6/08 7/1/08	6/9/08	7/3/08	7/3/08	Approved & Implemented
7	MISC DRAINAGE CHANGES	EWFA	0	\$8,385.75 \$10,000.00	0.08%	\$80,303.75 \$	1,168,752.25	7/29/08	7/29/08							
8	DRAINAGE SYSTEM 14 INLET TYPE CHANGE	ITEM	0	\$10,000.00 \$1,115.00	0.09%	\$90,303.75 \$	1,158,752.25	1/22/08	1/22/08	2/7/08	1/22/08		2/1/08	2/21/08	2/20/08	Approved & Implemented
9	ADD IRRIGATION CROSSOVERS AND RAISED CONCRETE MEDIAN		0	\$1,115.00	0.01%	\$91,418.75 \$	1,157,637.25	6/16/08	6/17/08	7/1/08	6/17/08	6/16/08 7/1/08	6/16/08	7/3/08	7/3/08	Approved & Implemented
10	RELOCATE THE EXISTING VIDEO DETECTION SYSTEM TO POLE "C" & SALVAGE POLE "G"	ACLS	0	\$0.00 \$15,000.00	0.00%	\$91,418.75 \$	1,157,637.25	7/9/08	7/9/08							
11	ELECTICAL SERVICE CONNECTION FEES	EWFA	0	\$15,000.00 \$20,000.00	0.14%	\$106,418.75 \$	1,142,637.25	7/21/08	7/21/08				7/21/08	7/21/08		
12	ANCHOR BLOCKS W/IB OFFION RAMPS	EWFA	0	\$20,000.00	0.19%	\$126,418.75 \$	1,122,637.25									
13	IAC PRICE INDEX FLUCTUATIONS	ACUP	0	\$0.00	0.00%	\$126,418.75 \$	1,122,637.25									
			0	\$0.00	0.00%	\$126,418.75 \$	1,122,637.25									
			0	\$0.00	0.00%	\$126,418.75 \$	1,122,637.25									
			0	\$0.00	0.00%	\$126,418.75 \$	1,122,637.25									
ITEM & CCO BALANCE: OVERRUN(-)/UNDERRUN(+)																
				\$0.00	0.00%	\$126,418.75 \$	1,122,637.25									
TOTAL TO DATE >>>>>>				0	\$126,418.75	1.18%	\$993,039.75	<<< Balance Inclusive of Item & CCO Overrun		Total Approved CCO>> \$83,033.00						

CCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR FROM TO	CT/FHWA Concurrence FROM TO	SANBAG Approval FROM TO	DATE APPROVED	STATUS/ REMARKS
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NOTES:

* Includes Supplemental Funds & SANBAG Furnished Materials

Pending CCOs>> \$43,385.75

SUMMARY OF OVERRUNS FOR ACTIVE ITEMS & CCO WORK

ITEM NO.	\$ Overrun	\$ Balance	CCO NO.	\$ Overrun	\$ Balance	Total Overrun
		-\$129,597.50			0.00	-\$129,597.50
3	(510.00)					
10	(2,500.00)					
25	(97.50)					
37	(126,490.00)					
						As of Est. 09 (05/20/08)

Minute Action

AGENDA ITEM: 4

Date: August 14, 2008

Subject: Request For Qualifications (RFQ) No. C08200; associated with professional environmental services to support SANBAG on an as needed/on call task order basis.

Recommendation:* Authorize staff to release RFQ No. C08200 for ON-CALL environmental services.

Background: This action will lead to a new consultant contract. On September 5th, 2001 the SANBAG board approved consultant contract No. 02-019 for ON-CALL environmental services associated with the Route 210 project. As work progressed it became apparent to staff that due to the dynamic nature of environmental requirements, additional immediate ON-CALL professional services were needed. Subsequently, the SANBAG board authorized three amendments to the original contract; authorizing additional funding and expanded services that were required for varying environmental tasks (note: SANBAG Staff is presenting a recommendation to approve a forth amendment at the August 2008 Major Projects Committee). The current consultant contract (No. 02-019) is nearing completion for the work scope originally envisioned which primarily focused on Route 210 permitting and associated issues.

*

Approved
Major Projects Committee

Date: August 14, 2008

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

SANBAG will continue to need immediate professional environmental services for special projects and for specialized professional opinion as may be required from time to time. For example, the SANBAG board authorized staff in October, 2007 to study/negotiate for mitigation property for future SANBAG projects. Work related to the mitigation property study, is not related to any specific project but requires professional opinion related to habitat and plant/animal species and requires maximum flexibility in terms of work process and timeliness of delivery.

In some cases opinions and special projects are of an urgent nature and require immediate response to resource agencies and/or other federal/state agencies. To effectively deal with issues that may arise from special projects, unforeseen requirements and the need of professional opinion, SANBAG staff recommends that a new ON-CALL professional environmental services contract be pursued. This RFQ through the SANBAG consultant selection process will make available the needed services. SANBAG staff will utilize a task order approach which allows the flexibility to deal with environmental issues/requirements in the most direct and economical manner.

Financial Impact: This action by itself imposes no financial impact; however the resulting contract that will be brought to the SANBAG board for ratification will have a financial impact estimated to be \$150,000.

Reviewed By: This item will be reviewed by the Major Projects Committee on August 14th, 2008. SANBAG Counsel has reviewed and approved the agreement and RFQ as to form. Finance review is not applicable at this time.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

DATE: 3 September 2008

TO: Transportation Project Consultants

FROM: Garry Cohoe, Director of Freeway Construction

SUBJECT: On-Call Environmental services for San Bernardino Associated Governments/
San Bernardino Transportation Authority (SANBAG)

Attached is our Request for Qualifications (RFQ) to select a firm to assist SANBAG with Environmental Services of a general nature. No specific project is related to this RFQ. The ON CALL services required are for a multitude of projects and in some cases may be for a variety of non project support services.

Those firms or individuals intending to submit Statement of Qualifications (SOQ) should note the schedule contained in Section X of the attached document. It is our intention, subject to Board approval, to have the selected firm under contract by 14 December 2008.

Please take note that because of the general nature of the RFQ, there are no reference documents. Individuals and firms submitting SOQs for this project will be evaluated based on qualifications, experience and if short listed their interview ranking.

Also attached for your reference are the ***draft*** Scope of Services, a sample contract, and SANBAG's CONSULTANT Selection Policy. These items are included on SANBAG's internet website: www.sanbag.ca.gov under "Bids, RFPs and RFQs". Please check the website for schedule updates.

Nine (9) copies of the SOQ must be submitted to SANBAG's San Bernardino office by 12:00 P.M., 26 September 2008.

Statement of Qualifications and correspondence shall be directed to:

Mr. Garry Cohoe
Director of Freeway Construction
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715

All questions and comments regarding this Request for Qualifications or the project shall be directed to:

Mr. Arlis Childs
Project Manager
(909) 884-8276

GC:AFC:dmo
Attachments

cc: Arlis Childs
File

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY/
SAN BERNARDINO ASSOCIATED GOVERNMENTS
(SANBAG)**

**REQUEST FOR QUALIFICATIONS
FOR
ON-CALL ENVIRONMENTAL SERVICES
(GENERAL ENVIRONMENTAL SUPPORT)**

Contract No. C08200

Issued: 03 September 2008

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY/
SAN BERNARDINO ASSOCIATED GOVERNMENTS**

**REQUEST FOR QUALIFICATIONS
FOR
ENVIRONMENTAL SERVICES**

I. INTRODUCTION

The San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Authority, is soliciting Statement of Qualifications (SOQ) from all qualified firms for **ON CALL** Environmental Services of a general nature.

The purpose of this RFQ is to select a **CONSULTANT** able to assist SANBAG in **ALL** environmental tasks that arise from project oriented activity as well as general needs as may arise during agency activity/business.

Voters in San Bernardino County approved Measure I in November 1989, enacting a one-half cent sales tax for transportation purposes. It is the intent of SANBAG that this new **ON CALL** Environmental Services contract will serve the duration of the current Measure program which will sunset in 2010.

The contract will be awarded without discrimination based on race, religion, color, age, sex, or national origin.

II. PROJECT AND SERVICES DESCRIPTIONS

CONSULTANT shall provide **ALL ON-CALL** environmental professional services as needed by SANBAG. **CONSULTANT** may be required to write environmental documents, update and/or supplement existing environmental documentation, provide consultation to SANBAG and offer opinions and strategies regarding project environmental clearance.

See ATTACHMENT A, Scope of Services for additional requirements related to this RFQ and requirements of **CONSULTANT**.

III. MATERIALS FURNISHED BY SANBAG

No materials are available for review because of the general nature of this type of work. Specific information may be available for specific projects and/or assignments as necessary.

IV. SANBAG - CONSULTANT RELATIONSHIP

SANBAG will manage **CONSULTANT**'s work efforts; **CONSULTANT** will only take direction from SANBAG and SANBAG will be the sole point of contact for all contractual matters.

V. CONTRACT TYPE

A cost reimbursable plus percentage fee contract, with a total not to exceed amount, will be issued for the contract. Individual task orders will be authorized by SANBAG for specific work scope. Any services provided by the **CONSULTANT**, which are not specifically covered by the

Contract and associated task order, will not be reimbursed. It is the CONSULTANT's responsibility to recognize and notify SANBAG when services not covered under the Contract and associated task order have been requested.

The terms of the Contract will be effective for the duration of the project.

Due to the absence of Federal Funding for this contract, no goals have been established for contracts with Disadvantaged Business Enterprises (DBE), Women-owned Business Enterprises (WBE) or Disabled Veterans Business Enterprises (DVE). Additionally, local preference objectives have not been established.

VI. STATEMENT OF QUALIFICATIONS INSTRUCTIONS

Statement of Qualifications (SOQ) will be accepted until 12:00 PM, 26 September 2008. Nine (9) copies are required. SANBAG reserves the right to accept or reject late SOQs at its discretion. Acceptance of a late submittal shall not be construed to mean that SANBAG will accept any late SOQ. SOQs shall be delivered to:

Mr. Garry Cohoe
Director of Freeway Construction
San Bernardino Associated Governments
1170 W. Third Street, Second Floor
San Bernardino, CA 92410

SOQs must contain the information listed below and must be compiled in the following format:

A. Cover Letter

Provide the following information:

- A statement requesting SANBAG to evaluate the submitted SOQ based upon ATTACHMENT A, the Scope of Services
- Summary description of the work to be performed by firm and each sub CONSULTANT firm proposed for the project and an estimate of the percentage of work to be performed by each firm.
- Indicate the location of the office from where the services are to be performed. If services are to be shared among firms and offices indicate where each office is located and what services are to be performed at each office.
- In accordance with SANBAG Policy No. 11000-R9, Sect. 7.A.2.f, provide a response to the following question: Has your firm ever been terminated from a contract? If the answer is yes, see item B below.
- A memorandum from a principal from each sub CONSULTANT firm indicating the specific portion of services the sub CONSULTANT will be performing.

B. Contract Termination Circumstances:

If CONSULTANT has ever been terminated from a contract, describe the facts and circumstances in detail, on a separate sheet. See policy for details.

C. U.S. General Services Administration Standard Form SF330:

“Architect-Engineer Qualifications”. The Form SF330 must conform to the following format:

1. Provide a separate Form SF330 for the prime CONSULTANT and each sub CONSULTANT. Sub CONSULTANT's need not supply Sections C and H.
2. Prime CONSULTANT's should list sub CONSULTANT's in Section C.
3. Provide an Organizational Chart in Section D:
 - Show the relationships between personnel and support staff who are expected to participate on each project.
 - For each person, indicate the firm with whom they are employed.
 - Show the aspects of the services each person will be responsible for performing.
4. List key personnel in Section E. Section E must conform to the following requirements:
 - Every person whose resume is provided in Section E must also be shown on the organizational chart. Resumes of persons who are not shown on the organization chart will not be considered.
 - Section E, number 13 must describe the function the person will be expected to fulfill in connection with the project.
 - Section E, number 17 must list the person's active registrations in California, with the California Registration Number. Personnel (Resident Engineers / Inspectors) in responsible charge of Engineering Services must be registered Civil Engineers in the State of California.
 - Section E, number 19 should provide a brief history of each person's relevant project experience, including descriptions of his/her role and tasks that he/she performed on each project. Also, identify key tasks each person is expected to perform for these projects under his/ her assigned function.
5. Section F should conform to the following requirements:
 - Projects listed in Section F must be projects worked on by personnel shown on the organizational chart and whose resumes are included in Section E. For each project listed, the personnel included in Section E who worked on the project and their project position must be shown.
 - In Section F, number 23, include the owner's telephone number and the name of a contact person who can provide a reference. Also include the name and telephone number of the primary contact for the prime CONSULTANT, if necessary. Projects without references and telephone numbers will not be considered. List no more than ten projects.
 - In Section F, number 24, indicate the project value, the contract value, and the respective values (project and contract) for which the firm was responsible, describe the nature of the firm's responsibility and indicate whether the firm was the prime CONSULTANT or a sub CONSULTANT.
 - Additional information may be provided in Section F to highlight or expand on experience from projects that are especially applicable to the proposed Scope of

Services, including an indication of the scope of related services for which the CONSULTANT was responsible.

6. Section G indicates the relationship of personnel shown on the organization chart to applicable projects/work. (THIS SECTION MAY BE OMITTED)
7. Section H should demonstrate the CONSULTANT's approach and understanding of the proposed scope of services. Discussion topics for consideration may include:
 - Narrative discussing team organization, coordination, and information flow in reference to the proposed organizational chart.
 - Technical and proactive approaches to key services.
 - Unique team experience applicable to the proposed Scope of Services.
 - Flexibility of proposed roles and responsibilities.
 - Quality Assurance and Control.
 - Project management, control capabilities, and procedures.
 - Document reviews and response procedures.
 - Concurrent assignment of proposed key CONSULTANT and sub CONSULTANT personnel on other projects.

Where the Scope of Services does not adequately define the tasks required to provide complete professional services, provide descriptions of recommended additional services and programs.

D. Contract Comments:

Provide a written discussion of any objections or concerns relative to the Terms and Conditions of SANBAG's contract. Please note that SANBAG reserves the right to disqualify any CONSULTANT that does not provide a complete written discussion of its contractual objections or to disqualify any CONSULTANT based on objections that SANBAG considers non-negotiable. SANBAG does not anticipate making substantive changes to its Terms and Conditions.

E. Entire Statement of Qualifications:

The CONSULTANT's SOQ package is limited to 40 (8 ½" x 11") individual pages. The page limit does not include the outside cover, section dividers, cover letters and sub CONSULTANT commitment memorandum, contract comments, or duplication of the organizational chart. SOQs that do not contain the required information or do not contain the required number of copies (nine copies) will not be accepted.

F. Changes:

During the selection process, any changes in key CONSULTANT or sub CONSULTANT personnel proposed in the SOQ must be brought to the attention of SANBAG immediately.

VII. CONSULTANT SELECTION

The primary objective of SANBAG is to select highly qualified firms to perform necessary professional services for SANBAG at a fair and reasonable cost. Firms may obtain a copy of the CONSULTANT selection policy by accessing the SANBAG website. In addition, SANBAG has established the following criteria for the selection process:

- A. The selection process shall be fair, open, and competitive.
- B. The selection of the CONSULTANT firms will be based on clearly stated objectives.
- C. Selection of private CONSULTANT's/firms shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required services at a fair and reasonable price to SANBAG, rather than competitive bidding process.
- D. Upon review of the SOQs, a shortlist of firms will be invited to prepare for an interview. The pending contract will be awarded to the responsible, responsive firm best conforming to the RFQ, and is in the opinion of SANBAG, most advantageous to SANBAG. SANBAG reserves the right to reject any and all SOQs and to negotiate with any responsible, responsive firm. SANBAG is under no obligation to issue contracts for the subject services.

VIII. NEGOTIATIONS AND ENGAGEMENT

Following the selection of a CONSULTANT, the selected firm will submit a cost proposal and participate in contract negotiations with SANBAG staff.

The final contract and Scope of Services will be negotiated. CONSULTANT's are encouraged to include in their SOQ any comments relating to the Scope of Services and/or the terms and conditions of SANBAG's standard contract. In addition, CONSULTANT's are reminded that *any* comments regarding the Terms and Conditions of SANBAG's standard contract must be noted in the SOQ. SANBAG reserves the right to disqualify any firm that does not provide written discussions of any disagreements it has relative to SANBAG's Terms and Conditions. SANBAG does not anticipate making any substantive changes to its Terms and Conditions.

IX. CONFLICT OF INTEREST

The selected CONSULTANT will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time. Firms responsible for a project's design may not participate in construction management/construction inspection of the project. The determination of a conflict of interest, direct or incidental, shall be at the sole discretion of SANBAG.

X. SCHEDULE FOR CONSULTANT SELECTION

Issue Request for Qualifications	03 September 2008
Plan/Document Reviews	Not applicable
Statement of Qualifications Due	26 September 2008
Shortlist and Notify CONSULTANT's (Anticipated)	08 October 2008
Interview Shortlisted CONSULTANT's (Anticipated)	15 October 2008
Select CONSULTANT (Anticipated)	16 October 2008
Contract Cost Proposal Due (Anticipated)	23 October 2008
Major Projects Committee Approval	13 November 2008
SANBAG Board Approval (estimated)	03 December 2008
Notice to Proceed (estimated)	14 December 2008

Dates are subject to change. Schedule updates will be posted on SANBAG's internet website: www.sanbag.ca.gov under "Bids, RFPs and RFQs"

Contact List:

Appointments:	Deanne Oberdank or Christine Coleman	(909) 884-8276
Questions/Comments:	Arlis Childs	(909) 884-8276

DRAFT

ATTACHMENT "A"

Scope of Services

By and Between

**San Bernardino Associated Governments/
San Bernardino County Transportation Authority (SANBAG)**

And

TBD

To

**Provide On-Call Environmental Services
In San Bernardino, County**

Scope of Services

OVERVIEW

The San Bernardino Associated Governments (SANBAG), will utilize the services of a CONSULTANT to provide on-call environmental support services as needed for a variety of projects. CONSULTANT services may involve Environmental Document support, permitting services, mitigation monitoring during construction and potential environmental reevaluation services.

Coordination of CONSULTANT, will be accomplished through a CONSULTANT Project Manager and a SANBAG Contract Manager or his designee.

The SANBAG Contract Manager for this contract shall be:

Mr. Garry Cohoe
Director of Freeway Construction

CONSULTANT shall be required to perform **all** professional and technical services necessary to support, on an **on-call basis**, the environmental efforts/needs of SANBAG.

ON-CALL ENVIRONMENTAL SERVICES

It is not the intent of the following paragraphs to relieve CONSULTANT of professional responsibility during the performance of this Scope of Services. In those instances where CONSULTANT believes scope relating to environmental requirements has not been identified or a better solution to a problem is possible or consultant has a recommendation, CONSULTANT shall promptly notify SANBAG's Contract Manager of CONSULTANT's opinions with supporting evidence thereof.

Environmental services may include, but not be limited to the following:

CONSULTANT may be asked for options, opinions and strategies related to environmental issues in support of SANBAG.

CONSULTANT may be asked to provide as needed support/technical studies for various projects. Support may require expertise related to air quality, noise studies, hazardous waste, environmental justice, biological issues/assessments, cultural issues, water quality, visual/aesthetic resources, land use issues and other specialties as needed.

CONSULTANT may be asked to provide mitigation monitoring plans/services as may be required for various projects.

CONSULTANT may be asked to produce environmental documents/studies such as Initial Studies/Environmental Assessments (IS/EA), Environmental Impact

Report/Environmental Impact Studies (EIR/EIS), environmental re-evaluations, supplemental EIS and/or reassessments of existing/outdated materials.

CONSULTANT may be asked support/conduct/coordinate any and all studies, analysis, requirements and meetings needed to successfully complete environmental permits and may be directed to apply for permits on SANBAG's behalf.

CONSULTANT may be required to provide **on-call** services to prepare biological studies and provide **on-call** services that may include, but not be limited to, the following:

- CONSULTANT may be asked to provide **on-call** biological services to monitor brush clearing and to perform any necessary protocol surveys (prior to all impacts) such as California Gnatcatcher Surveys and San Bernardino Kangaroo Rat Surveys or any other surveys required. If required, the CONSULTANT shall provide trapping and relocation services.
- CONSULTANT may be asked to provide **on-call** services to evaluate the topsoil within project limits and determine if it is suitable for salvaging. Subsequently, the CONSULTANT may need to prepare seeding specifications and monitor clearing and topsoil recovery operations.
- CONSULTANT may be asked to provide **on-call** services to monitor construction limits and inform the construction crews through the construction foreman or superintendent of biological sensitive areas and the potential consequences if these areas are disturbed.
- CONSULTANT may be asked to provide **on-call** rare plant surveys.

APPLICABLE STANDARDS

Deliverables and related material as requested on an on call basis shall be prepared in accordance with current CALTRANS regulations, policies, procedures, manuals, and standards including compliance with Federal Highway Administration (FHWA) requirements unless directed otherwise.

General Guidelines and Services to be performed by Consultant

CONSULTANT on an as needed basis may be responsible for the services outlined in this Scope of Services. CONSULTANT on-call services shall conform to the standards, criteria, and requirements of this Scope of Services.

- A. Services provided by CONSULTANT will be on an ON CALL basis. Written approval to proceed shall be obtained from SANBAG by CONSULTANT prior to providing on call services. CONSULTANT shall not be compensated for services performed without prior written approval to proceed.
- B. For services in which CONSULTANT has written approval to proceed, CONSULTANT will not make changes resulting in the addition, deletion, or revision to services without further written approval from SANBAG.
- C. CONSULTANT shall carry out the directions as received only from SANBAG's Contact Manager, or his designee. In addition CONSULTANT shall cooperate with CALTRANS, other agencies, and other consultants providing services as necessary.
- D. It is not the intent of the foregoing paragraph to relieve CONSULTANT of professional responsibility during the performance of the Scope of Services. In those instances where CONSULTANT believes a better solution to a problem is possible or consultant has a recommendation, CONSULTANT shall promptly notify SANBAG's Contract Manager for CONSULTANT'S opinions with supporting evidence there of.
- E. CONSULTANT shall have sole responsibility for the accuracy and completeness of all deliverables and all supporting documents. CONSULTANT shall independently check all deliverables and supporting documents prior to any submittal. All deliverables may be reviewed by SANBAG, other applicable agencies and/or SANBAG's designee for conformity to the project.
- F. All deliverables and supporting materials furnished under this Scope of Services shall be of a quality acceptable to SANBAG and/or other applicable agencies. The criteria for acceptance shall be a product of neat appearance, will organized, technically and grammatically correct and checked. The appearance, organization and content of all deliverables and supporting materials shall be to CALTRANS standards or as otherwise directed.
- G. The CONSULTANT shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System or as directed otherwise.
- H. CONSULTANT shall not suspend performance of CONSULTANT services contract with SANBAG during the negotiations of any change orders except as they may be directed by SANBAG. CONSULTANT shall perform all changes in accordance with the terms and conditions of CONSULTANT's contract with SANBAG.
- I. At the completion of this Scope of Services all electronic files and original correspondence relating to the Project shall be turned over to SANBAG who will then forward said files to CALTRANS or to any other applicable agency. This includes all deliverables, working data, field data, background information and other related information.

- J. CONSULTANT shall employ quality control procedures that identify potential risks and uncertainties related to SANBAG projects or other work efforts related to this Scope of Services. Risks that may be encountered include, but are not limited to, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SANBAG.
- K. CONSULTANT shall coordinate with CALTRANS and/or all other agencies involved or potentially impacted by the Project. CONSULTANT shall inform SANBAG prior to all contacts, meetings, and correspondence with CALTRANS or any other agencies.

FURNISHED MATERIALS

Because of the nature of this Scope of Services, no materials are available for review.

ADMINISTRATION

SANBAG Project Management and Administration

- A. As part of their management activities SANBAG shall:
 - 1. Conduct ongoing reviews of CONSULTANT's progress in performing the work and furnish comments in a timely manner.
 - 2. Review certain types of correspondence such as, work requests to subconsultants, initial contact letters, sensitive correspondence, and other letters as necessary.
 - 3. Coordinate the distribution of public information.
 - 4. Review CONSULTANT's Quality Control Plan and CONSULTANT's conformance to its Quality Control Plan.
 - 5. Provide a focal-point contract for all questions, requests, and submittal.
 - 6. Review the Project Control documents (including subconsultants) submitted by CONSULTANT to ensure their understanding of the level of information required, reporting procedures, report cycle, and the intended use of each.
 - 7. Review CONSULTANT's detailed Critical Path Method (CPM) Logic Network Schedule; note any additions, deletions or other changes; and return it to CONSULTANT with comments for revision.
 - 8. Receive and review monthly progress reports from CONSULTANT.

9. Review with CONSULTANT, requests for change orders and/or extensions of time when such requests are determined to be necessary.
10. Have final review and approval over all contractual payments and changes.

CONSULTANT Project Management and Administration

A. CONSULTANT management activities include, but are not limited to:

1. Establishing, furnishing, and maintaining suitable office facilities to serve as the Contract office for the duration of the Contract in the location specified in CONSULTANT's proposal.
2. Maintaining an adequate staff of qualified support personnel to perform the work necessary to complete the Project.
3. Establishing internal accounting methods and procedures acceptable to SANBAG for documenting and monitoring Contract costs.
4. Providing cost-to-date, schedule, progress, staffing, and related data to SANBAG as a part of the regular monthly progress and payment process.

B. CONSULTANT's work shall be performed and/or directed by those key personnel identified in their proposal. Any changes in the indicated key personnel shall be subject to prior review and approval by SANBAG in writing. Any change in CONSULTANT's officer-in-charge of the Services, as described in the General Terms and Conditions of this Contract, shall be subject to prior review and approval by SANBAG.

C. Due to the nature and scope of the required services, it may be desirable for the CONSULTANT to subcontract portions of the Services. Adding subconsultants to the original proposal team must be approved in writing by SANBAG prior to initiation of any Services. The volume of Services performed by the subcontractors shall not exceed 49 percent of the total Contract value. Throughout their effort CONSULTANT shall be the single source of contract and management of all subcontractors. Subconsultant management will include the coordination time required for all aspects of the project including design, processing, and accounting.

D. CONSULTANT shall provide to SANBAG copies of all written correspondence between CONSULTANT and any party pertaining specifically to the Project. Copies shall be furnished within five calendar days of receipt of said correspondence from any party, or five calendar days prior to mailing of correspondence to any party for review. CONSULTANT is also responsible for recording and distributing the minutes of all meeting pertaining the Project at which CONSULTANT is present.

- E. CONSULTANT shall give written notice to SANBAG within seven (7) working days after CONSULTANT knows or should know of any cause or condition which might, under reasonable foreseeable circumstances, result in delay for which CONSULTANT may request an extension of time to complete Services.

Project Controls

- A. As part of the Project Controls effort CONSULTANT shall, at the introductory meeting, present SANBAG with samples of their proposed project control documents for SANBAG's review. These documents shall include, but are not limited to:

1. Bar Chart(s) Schedules
2. Progress Curve(s)
3. Sample Amendment Format
4. Sample Narrative Format(s)
5. Sample Estimate Format(s)
6. Earned Value Cost Report

- B. CONSULTANT's Project Control System shall be able to:

1. Determine the critical path for the Services in Contract.
2. Forecast dates for intermediate milestones and project completion.
3. Provide a clear format to incorporate progress data on each activity.
4. Provide reports showing actual progress compared to scheduled (planned) progress, and actual cost of services performed compared to (1) budgeted costs for services performed and (2) budgeted cost for services scheduled.
5. Forecast possible delays and/or resources shortages.
6. Provide a basis for replanning, including resource usage to recover from delays, allow schedule improvement, or accommodate other changes in the work.
7. Provide projected manpower requirements and dollar costs based on current performance.
8. Provide current project cost estimate information.

9. Provide all the estimates necessary to assist in confirming the construction budget.
- C. Within 15 working days (or as requested by SANBAG) of assignment of services the CONSULTANT shall submit to SANBAG for their review, a Bar Chart Schedule showing the Critical Path and identifying all project development activities and milestones. SANBAG will review these documents and return them to CONSULTANT with notes and comments as soon as possible in order to validate the planning and cost control procedures within the first calendar month of performance period.
- D. As the Contract work progresses, CONSULTANT may discover the need to change the schedule to improve productivity or accommodate new or changed conditions. Any proposed change to the schedule shall be presented to SANBAG for review and validation prior to incorporation in the schedule.
- E. CONSULTANT shall report in a timely manner, through correspondence or progress reports, whenever it appears that approved schedules will not be met whether or not the reasons are within the CONSULTANT's control. In the event the Scope and Schedule of the Services is modified, and the modified Schedule is approved by SANBAG, CONSULTANT shall submit a revised Milestone Schedule. CONSULTANT shall perform the Services in accordance with the last approved revision Milestone Schedule.

Monthly Progress Report

- A. On a monthly basis, CONSULTANT shall prepare and submit to SANBAG a monthly status report that indicates the work progress achieved during the period. The report shall summarize the actual work progress compared with estimated progress and will identify problem areas, provide evaluations, recommendations and an outline on the process which CONSULTANT, and SANBAG will follow to rectify the problem(s). The progress report shall be submitted with the monthly invoice. As a minimum, the monthly report should address the following specific areas:
 1. Time related project status via a bar chart schedule
 2. Physical progress
 3. Amendment summary history
 4. Narrative status report
 5. Earned Value Report
 6. Graphical comparisons for actual progress vs. earned and planned progress for: physical (% complete), performance (hours complete) and cash flow.

- B. CONSULTANT shall have the ability to monitor and update its Detailed Project Control Schedule during the execution of the work and shall submit at each Progress Meeting, and an updated four-week, horizon schedule to be used in monitoring the progress of the work.
- C. A Progress Meeting between CONSULTANT, CALTRANS, and SANBAG shall be held, at minimum, on monthly basis to discuss the design progress, potential problems, plans for the next period, and other progress issues. SANBAG and CALTRANS will establish with CONSULTANT the dates and times of these meeting. Three calendar days prior to each progress meeting, CONSULTANT shall provide SANBAG with a typewritten agenda for the meeting. CONSULTANT shall prepare typewritten meeting minutes and submit them to SANBAG and CALTRANS within seven calendar days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.
- D. Project Coordination Meeting may be called by SANBAG, CALTRANS or the CONSULTANT at any time that any party requires discussion of Project issues. CONSULTANT shall prepare minutes of the meeting and submit them to SANBAG and CALTRANS.

Quality Assurance

- A. CONSULTANT has total responsibility for the accuracy and completeness of all deliverables and any other work assigned to CONSULTANT. All services and deliverables furnished under this Scope of Services shall meet the responsibility through the implementation of a Quality Assurance Plan. CONSULTANT's Quality Assurance Plan shall be in effect throughout the entire Contract and, at minimum, shall establish the process necessary to ensure the following:
 - 1. All deliverables and services shall be provided in a professional manner and meets the standards set forth herein.
 - 2. CONSULTANT shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System
- B. CONSULTANT shall submit to SANBAG within 30 calendar days after receipt of Notice to Proceed two copies of their Quality Assurance Plan. SANBAG will review the plan established by CONSULTANT to determine if quality assurance procedures are adequate and appropriate to the complexity of the project requirements. Review comments will be returned to CONSULTANT within 14 calendar days. If appropriate, the revised plan, which incorporates the comments of SANBAG, should be resubmitted within seven calendar days of receipt of comments.
- C. Evidence that the Quality Assurance Plan is functioning will be periodically confirmed by SANBAG. Deliverables that do not conform to the approved plan will be returned to CONSULTANT without review by SANBAG.

Reproduction Services

CONSULTANT shall provide the reproduction services required for the projects inclusive of the number of individual sets to be delivered for the submittal tasks outlined in this Scope of Services.

Submittal and Reviews

- A. Reports prepared by CONSULTANT shall be submitted in draft form, and opportunity provided for SANBAG and CALTRANS to review and direct revisions prior to formal submittal. If so requested by SANBAG and CALTRANS, CONSULTANT shall make other submittals in draft form to provide opportunity for review and revisions.
- B. If CONSULTANT fails to submit the required deliverable items set forth in this Scope of Services, SANBAG shall have the right to withhold payments and/or terminate CONSULTANT contract in accordance with the provisions entitled "Termination" included in this Contract.

CONTRACT NO: C08200

EFFECTIVE DATE: 03 DECEMBER 2008

by and between

**San Bernardino
County Transportation Authority**

and

[CONSULTANT]

for

ON CALL ENVIRONMENTAL SERVICES

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
Article 1 Description of Services	1
Article 2 Performance Schedule and Force Majeure	1
Article 3 Contract Price and Cost Principles	2
Article 4 Availability of Funds	3
Article 5 Taxes, Duties, Fees	3
Article 6 Invoicing and Payments	3
Article 7 Documentation and Right of Audit	4
Article 8 Responsibility of the Engineer	5
Article 9 Reporting Requirements/Deliverables	5
Article 10 Permits and Licenses	5
Article 11 Technical Direction	5
Article 12 Changes	7
Article 13 Federal and State Mandatory Provisions	7
Article 14 Conflict of Interest	9
Article 15 Key Personnel	9
Article 16 Representations	10
Article 17 Proprietary Rights/Confidentiality	10
Article 18 Terminations	11
Article 19 Stop Work Orders	12
Article 20 Claims	13
Article 21 Insurance	13
Article 22 Indemnity	14
Article 23 Damages due to Errors and Omissions	14
Article 24 Ownership of Drawings and Data	15
Article 25 Subcontracts	15
Article 26 Inspection and Access	16
Article 27 Independent Contractor	16
Article 28 Precedence	16
Article 29 Communications and Notices	16
Article 30 Disputes	17
Article 31 Gratuities	18
Article 32 Review and Acceptance	18
Article 33 Safety	18
Article 34 Assignment	18
Article 35 Amendments	19
Article 36 Governing Law and Venue	19
Article 37 Suspension of Services	19
Article 38 Contingent Fee	20
Article 39 Location of Performance	20
Article 40 Entire Document	20
Article 41 Attorney's Fees	21

CONTRACT
FOR
ENGINEERING AND ENVIRONMENTAL SERVICES

This Contract, entered into this [DATE] day of [MONTH] 200[], by the firm of [CONSULTANT] (hereinafter called CONSULTANT) whose address is:

[CONSULTANT ADDRESS]

and San Bernardino County Transportation Authority (hereinafter called AUTHORITY) whose address is:

**1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715**

Whereas, AUTHORITY desires CONSULTANT to perform certain technical Services as hereinafter described and CONSULTANT desires to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1 Description of Services

CONSULTANT agrees to perform Services set forth in Attachment "A", Scope of Services, which is incorporated herein by reference, in accordance with high professional engineering and environmental services which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Services performed hereunder shall be completed to the satisfaction of AUTHORITY, with their satisfaction being based on prevailing professional engineering and environmental services standards.

Article 2 Performance Schedule and Force Majeure

- 2.1 The Period of Performance by CONSULTANT under this Contract shall commence on [CONTRACT DATE] and shall continue in effect for [] months, or until work is completed, or otherwise terminated, cancelled or extended as hereinafter provided.

Article 3 Contract Price and Cost Principles

- 3.1 Full compensation to CONSULTANT for full and complete performance of all Services, compliance with all the terms and conditions of this Contract, payment by CONSULTANT of all obligations incurred in, or application to, CONSULTANT's performance of Services, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by AUTHORITY), shall not exceed the amounts set forth in 3.2 below.
- 3.2 The total cost for Services to the project shall not exceed [CONTRACT AMOUNT]. This amount does not include a contingency. Services to be provided under terms of this Contract are to be provided on an as needed [REDACTED] and compensated for as set forth in Attachment "B" which is incorporated herein by reference. Utilization of [REDACTED] contingency is not permitted unless directed in writing by AUTHORITY Project Manager. CONSULTANT's fee for services is included in the total estimated contract cost and shall be a fixed percentage fee, as agreed upon, and noted in Attachment "B".
- 3.3 CONSULTANT's overhead rates will be fixed, as set forth in Attachment "B" for the duration of this Contract. The fixed overhead rate will not be subject to adjustment. Any percentage increase over the direct labor rate in Attachment "B" is not permitted without prior authorization from AUTHORITY.
- 3.4 Not used.
- 3.5 The cost principles set forth in Part 31, Contract Cost Principles and Procedures, in Title 48, Federal Acquisition Regulations System of the Code of Federal Regulations (CFR) as constituted on the effective date of this Contract shall be utilized to determine allowableness of costs under this Contract and may be modified from time to time by amendment of the Contract.
- 3.5.1 The CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Part 31, Contract Cost Principles and Procedures, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments shall be repaid by CONSULTANT to AUTHORITY.

3.5.3 Any subcontract, entered into as a result of this Contract shall contain all of the provisions of this Section 3.5.

- 3.6 Any Services provided by the CONSULTANT not specifically covered by the Scope of Services (Attachment "A") shall not be compensated without prior written authorization from AUTHORITY. It shall be CONSULTANT's responsibility to recognize and notify AUTHORITY when services not covered by the Scope of Services have been requested or are required. All changes and/or modifications to the Scope of Services shall be made in accordance with Article 12, Changes.

Article 4 Availability of Funds

This Contract is awarded on the contingency of availability of funds. The obligation of AUTHORITY is conditioned upon the availability of funds that are allocated and available for the payment of such an obligation. If funds are not allocated and available for the continuance of Services performed by CONSULTANT, Services directly or indirectly involved may be suspended or terminated by AUTHORITY at the end of the period for which funds are available. When AUTHORITY becomes aware that any portion of Services that will or may be affected by a shortage of funds, it will immediately so notify CONSULTANT. Nothing herein shall relieve AUTHORITY from its obligation to compensate CONSULTANT for Services actually performed pursuant to this Contract prior to such notification. No penalty shall accrue to AUTHORITY in the event this provision is exercised.

Article 5 Taxes, Duties, Fees

CONSULTANT shall pay when due, and the compensations set forth in Article 3, Contract Price and Cost Principles, shall be inclusive of all; a) local, municipal, state, and federal sales and use taxes, b) excise taxes, c) taxes on personal property owned by CONSULTANT, and d) all other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

Article 6 Invoicing and Payments

- 6.1 The compensation of CONSULTANT as provided herein shall be payable in 4 week billing period payments, forty-five (45) calendar days after receipt by AUTHORITY of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Services.
- 6.2 CONSULTANT shall prepare all invoices in a form satisfactory to and approved by AUTHORITY and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a 4 week billing period and will be marked with AUTHORITY's project name, contract number, and task order number. CONSULTANT and AUTHORITY's Project Manager shall mutually agree on a cutoff date

for invoices. The cutoff date for CONSULTANT's invoices shall be consistent from each period. Invoices shall be submitted within fifteen (15) calendar days after the cutoff date for the period covered by the invoice. Invoices shall include request for payment for Services (including additional Services authorized by AUTHORITY) completed by CONSULTANT during each billing period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense.

- 6.3 CONSULTANT shall furnish evidence, satisfactory to AUTHORITY, that all labor and materials furnished and equipment used during the period covered by the invoice have been incurred. AUTHORITY shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such evidence. Upon furnishing such evidence, satisfactory to AUTHORITY, AUTHORITY shall pay CONSULTANT the full amount of the invoice less disputed amounts.
- 6.4 CONSULTANT shall include a statement and release with each invoice, satisfactory to AUTHORITY, that CONSULTANT has fully performed the Services invoiced pursuant to this Contract for the period covered, and that all claims of CONSULTANT and its subcontractors for Services during the period will be satisfied upon the making of such payment. AUTHORITY shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 6.5 CONSULTANT shall forfeit the fixed fee portion of the progress payment for any billing period that CONSULTANT fails to submit an invoice within sixty (60) calendar days after the cutoff date for the billing period.
- 6.6 CONSULTANT shall forfeit all costs incurred for a progress payment for any billing period that CONSULTANT fails to submit an invoice within one-hundred twenty (120) calendar days after the cutoff date for the billing period.

Article 7 Documentation and Right of Audit

CONSULTANT shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to Services, files, accounts, reports, cost proposals with backup data, and all other material relating to Services. CONSULTANT shall upon request, make all such materials available to AUTHORITY or its designee at any reasonable time during the term of the Contract and for three (3) years from the date of final payment to CONSULTANT, for auditing, inspection and copying. CONSULTANT shall insert in each of its subcontracts the above requirement.

Article 8 Responsibility of the CONSULTANT

- 8.1 The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all calculations, drawings, studies, documents, notes and other Services furnished by the CONSULTANT under terms of this Contract.
- 8.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, the CONSULTANT shall, as an integral part of its Services, employ quality control procedures that identify potential risks and uncertainties related to construction of the project and the Services performed by CONSULTANT within the areas of CONSULTANT Services and expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the contracted Scope of Services, should the CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk and uncertainties, CONSULTANT shall immediately document such matters and notify AUTHORITY of said circumstances and related concerns. CONSULTANT shall also similarly notify AUTHORITY in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds design assumptions and could precipitate a failure. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable AUTHORITY to understand and evaluate the magnitude and effect of the risk and uncertainties involved.

Article 9 Reporting Requirements/Deliverables

All Reports and deliverables shall be submitted in accordance with Attachment "A", Scope of Services.

Article 10 Permits and Licenses

CONSULTANT shall (without additional compensation) keep current all governmental permits, certificates and licenses (including professional licenses) necessary for CONSULTANT to perform Services.

Article 11 Technical Direction

- 11.1 Performance of Services under this Contract shall be subject to the technical direction of the AUTHORITY Contract Manager, or his designee, as identified in Attachment "A", Scope of Services, attached to this Contract. The AUTHORITY Contract Manager will identify his designee, in writing to CONSULTANT, with the notice to proceed and subsequently with any changes during the Contract period. The term "Technical Direction" is defined to include, without limitation:

- 11.1.1 Directions to the CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Services.
- 11.1.2 Provision of written information to the CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of Service description.
- 11.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications, studies and technical information to be delivered by the CONSULTANT to AUTHORITY or Caltrans under the Contract.
- 11.2 Technical direction must be within the Scope of Services in the Contract. The AUTHORITY Contract Manager or designee does not have the authority to, and may not, issue any technical direction which:
 - 11.2.1 Constitutes an assignment of additional Services outside the Scope of Services;
 - 11.2.2 Constitutes a change as defined in the Contract clause entitled "Changes";
 - 11.2.3 In any manner causes an increase or decrease in the Contract's estimated cost or price or the time required for Contract performance;
 - 11.2.4 Changes any of the expressed terms, conditions or specifications of the Contract; or
 - 11.2.5 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract.
 - 11.2.6 A failure of the CONSULTANT and AUTHORITY Contract Manager to agree that the technical direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto shall be subject to the provisions of Article 30, Disputes.
- 11.3 All technical directions shall be issued in writing by the AUTHORITY Contract Manager or his designee.
- 11.4 The CONSULTANT shall proceed promptly with the performance of technical directions duly issued by the AUTHORITY Contract Manager or his designee, in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the CONSULTANT, any instruction or direction by the AUTHORITY

Contract Manager or his designee, falls within one of the categories defined in 11.2.1 through 11.2.5 above, the CONSULTANT shall not proceed but shall notify the Contract Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contract Manager to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, the Contract Manager shall:

11.4.1 Advise the CONSULTANT in writing within thirty (30) days after receipt of the CONSULTANT's letter that the technical direction is or is not within the scope of Article 12, Changes;

11.4.2 Advise the CONSULTANT within a reasonable time that AUTHORITY will or will not issue a written change order.

Article 12 Changes

12.1 The Services shall be subject to changes by additions, deletions, or revisions thereto by AUTHORITY. CONSULTANT will be advised of any such changes by written notification from AUTHORITY describing the change.

12.2 Promptly after such written notification of change is given to CONSULTANT by AUTHORITY, CONSULTANT and AUTHORITY will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly. If CONSULTANT and AUTHORITY are unable to agree on the compensation change, the CONSULTANT may make a claim per Article 20, Claims. CONSULTANT shall have no obligation to perform the changes, and shall not be entitled to compensation for Services performed on such changes, prior to the execution of the change order relating to the changes required by AUTHORITY.

12.3 CONSULTANT shall not suspend performance of this Contract during the negotiation of any change order, except as may be directed by AUTHORITY. CONSULTANT shall perform all changes in accordance with all the terms of this Contract.

Article 13 Federal and State Mandatory Provisions

13.1 Equal Employment Opportunity/Nondiscrimination

13.1.1 In connection with the execution of this Contract, the CONSULTANT shall not discriminate directly or indirectly against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The CONSULTANT shall take action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or

national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections of training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the Equal Opportunity clause.

- 13.1.2 The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applications shall receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 13.1.3 The CONSULTANT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice advising the labor union or workers representative of the CONSULTANT's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 13.1.4 The CONSULTANT shall comply with all provisions of Executive Order No 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), and shall permit access to its books, records, and accounts by AUTHORITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 13.1.5 In the event of the CONSULTANT's noncompliance with the Equal Opportunity clause of this Contract or any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).
- 13.1.6 The CONSULTANT shall include the provisions of paragraphs (13.1.1) through (13.1.6) of this Article in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontract or vendor. The

CONSULTANT shall take such action with respect to any subcontract or purchase order as AUTHORITY may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by AUTHORITY, the CONSULTANT may request AUTHORITY to enter into such litigation to protect the interests of AUTHORITY.

13.2 Handicapped Workers

13.2.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Article 14 Conflict of Interest

- 14.1 The CONSULTANT agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Contract. The CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed.
- 14.2 No portion of the funds received by the CONSULTANT under this Contract shall be used for political activity or to further the election or defeat of any candidate for public office.

Article 15 Key Personnel

- 15.1 The personnel specified in 15.2 below are considered to be essential to Services being performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services that are the responsibility of key personnel to other personnel, the CONSULTANT shall notify AUTHORITY reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. Diversion or reallocation of key personnel shall be subject to written approval by

AUTHORITY. AUTHORITY also reserves the right to approve proposed substitutions for key personnel.

15.2 Key Personnel are:

[ENTER KEY PERSONNEL HERE]

Article 16 Representations

CONSULTANT agrees with AUTHORITY that Services supplied by CONSULTANT in performance of this Contract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that it is supplying professional Services, findings, and/or recommendations in the performance of this Contract and agrees with AUTHORITY that the same shall conform to high professional engineering and environmental principles and standards that are generally accepted in the State of California.

Article 17 Proprietary Rights/Confidentiality

- 17.1 If, as a part of the Contract, CONSULTANT is required to produce materials, documents, data or information ("Products"), then CONSULTANT, if requested by AUTHORITY, shall deliver to AUTHORITY the original of all such Products which shall become the property of AUTHORITY.
- 17.2 All materials, documents, data or information obtained from AUTHORITY's data files or any AUTHORITY medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of AUTHORITY. Such data or information may not be used or copied for direct or indirect use outside of these services by CONSULTANT without the express written consent of AUTHORITY.
- 17.3 Except as reasonably necessary for the performance of Services, CONSULTANT and its employees and agents shall hold in confidence the materials and information referred to in this Article 17, Proprietary Rights/Confidentiality, which are produced by CONSULTANT for AUTHORITY in the performance and completion of CONSULTANT's Services under the Contract, until released in writing by AUTHORITY, except to the extent such materials and information become a part of public domain information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use AUTHORITY's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of AUTHORITY.

- 17.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.
- 17.6 CONSULTANT agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of AUTHORITY, any information obtained by CONSULTANT from or through AUTHORITY in connection with CONSULTANT's performance of this Contract, unless (a) the information was known to CONSULTANT prior to obtaining same from AUTHORITY pursuant to a prior Contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subcontractors, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from AUTHORITY and who had, to CONSULTANT's knowledge and belief, the right to disclose the same.

Article 18 Terminations

- 18.1 Termination for Convenience. AUTHORITY shall have the right at any time, with or without cause, to terminate further performance of Services by written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall discontinue performance of Services and shall preserve work in progress and completed work ("Work"), pending AUTHORITY'S instruction, and shall turn over such Work in accordance with AUTHORITY's instructions.
- 18.1.1 CONSULTANT shall deliver to AUTHORITY, in accordance with AUTHORITY'S instructions, all Products prepared by CONSULTANT or its subcontracts or furnished to CONSULTANT by AUTHORITY. Upon such delivery, CONSULTANT may then invoice AUTHORITY for payment in accordance with the terms hereof.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from AUTHORITY as complete and full settlement for such termination a pro rata share of the Contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual cost incurred by CONSULTANT to return CONSULTANT's field tools and equipment, if any, to it or its suppliers' premises, or

to turn over Work and Products in accordance with AUTHORITY's instructions plus the actual cost necessarily incurred in effecting the termination.

18.2 Termination for Cause. In the event CONSULTANT shall file a petition in bankruptcy, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its solvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, AUTHORITY may, without prejudice to any other rights or remedies AUTHORITY may have, (a) hold in abeyance further payments to CONSULTANT; (b) stop any Services of CONSULTANT or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by AUTHORITY, AUTHORITY may take possession of the Products and finish Services by whatever method AUTHORITY may deem expedient. A waiver by AUTHORITY of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 In the event of termination CONSULTANT shall deliver to AUTHORITY all finished and unfinished Products prepared by CONSULTANT or its subcontractors or furnished to CONSULTANT by AUTHORITY.

18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to AUTHORITY, satisfactory in form and content to AUTHORITY and verified by AUTHORITY. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such termination.

Article 19 Stop Work Orders

Upon failure of CONSULTANT or its subcontractors to comply with any of the requirements of this Contract, AUTHORITY shall have the authority to stop any Services of CONSULTANT or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 18, Termination. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by CONSULTANT.

Article 20 Claims

CONSULTANT shall give AUTHORITY written notice within seven (7) days after the happening of any event which CONSULTANT believes may give rise to a claim by CONSULTANT for an increase in the Contract amount or in the scheduled time for performance. Within fourteen (14) days after the happening of such events, CONSULTANT shall supply AUTHORITY with a statement supporting CONSULTANT's claim, which statement shall include CONSULTANT's detailed estimate of the change in Contract amount and scheduled time occasioned thereby. AUTHORITY shall not be liable for, and CONSULTANT hereby waives, any claim or potential claim of CONSULTANT of which CONSULTANT knew or should have known and which was not reported by CONSULTANT in accordance with the provisions of this Article. CONSULTANT agrees to continue performance of Services during the time any claim of CONSULTANT hereunder is pending. AUTHORITY shall not be bound to any adjustments in the Contract amount or scheduled time for CONSULTANT's claim unless expressly agreed to by AUTHORITY in writing and any such adjustments in the Contract amount so agreed to in writing shall be paid to CONSULTANT by AUTHORITY. No claim hereunder by CONSULTANT shall be allowed if asserted after final payments under this Contract.

Article 21 Insurance

In order to accomplish the indemnification herein provided for, but without limiting the indemnification, CONSULTANT shall secure and maintain throughout the term of the Contract the following types of insurance with limits as shown:

- 21.1 Professional Liability Insurance coverage in an amount not less than \$1,000,000, per claim and in the aggregate. CONSULTANT shall secure and maintain this insurance throughout the term of this Contract and for a minimum of three (3) years after completion and acceptance of Services by AUTHORITY.
- 21.2 Workers' Compensation Insurance or state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$250,000 limits, covering all persons providing Services on behalf of CONSULTANT.
- 21.3 Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$3,000,000 in the aggregate written on an occurrence form.

For products and completed operations a \$2,000,000.00 aggregate shall be provided.

- 21.4 Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.
- 21.5 Proof of Coverage. CONSULTANT shall immediately furnish certificates of insurance to AUTHORITY evidencing the insurance coverage required above, prior to the commencement of performance of Services hereunder, and such certificates shall include San Bernardino Associated Governments/San Bernardino County Transportation Authority and Fluor Corporation (project administration consultant) as additional insured on Comprehensive General Liability Insurance or Commercial General Liability Insurance and auto insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days written notice to AUTHORITY, and CONSULTANT shall maintain such insurance from the time CONSULTANT commences performance of Services hereunder until the completion of such Services.

Article 22 Indemnity

CONSULTANT agrees to indemnify, hold harmless, and defend, with counsel approved by AUTHORITY, AUTHORITY, and their officers, employees (past and present), agents, and representatives including Fluor Corporation, from and against:

- 22.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by AUTHORITY of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or other items furnished or communicated to AUTHORITY by CONSULTANT in connection with performance of Services; and
- 22.2 Any claim, cause of action, liability, loss, cost or expense, on account of injury to or death of persons or damage to or loss of property which arises out of or is alleged to arise out of the negligence or wrongful acts of CONSULTANT or its subcontractors, employees, or agents, in the performance of Services, and includes any and all expenses, including attorneys' fees, incurred by AUTHORITY for legal action to enforce CONSULTANT's indemnification obligations hereunder.

Article 23 Damages due to Errors and Omissions

- 23.1 Architect-Engineer Consultants shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. A CONSULTANT may be liable for

AUTHORITY costs resulting from errors or deficiencies in designs furnished under its Agreement.

- 23.2 When a modification to a construction contract is required because of an error or deficiency in the services provided under this A&E Agreement, the contracting officer (with the advice of technical personnel and legal counsel) shall consider the extent to which the A&E Consultant may be reasonably liable.
- 23.3 AUTHORITY's contracting officer shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the AUTHORITY's interest. The contracting officer shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover the costs from the CONSULTANT.

Article 24 Ownership of Drawings and Data

All drawings, specifications reports and other data developed by CONSULTANT under this Contract shall become the property of AUTHORITY when prepared, whether delivered to AUTHORITY or not.

Article 25 Subcontracts

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Services under this Contract, excepting to subcontractors listed in the CONSULTANT's proposal, without first notifying AUTHORITY of the intended subcontracting and obtaining AUTHORITY's Project Manager's approval in writing of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all lower-tier subcontracts.
- 25.2 CONSULTANT agrees that any and all subcontractors of CONSULTANT will comply with the terms of this Contract applicable to the portion of Services performed by them. If requested by AUTHORITY, CONSULTANT shall furnish AUTHORITY a copy of the proposed subcontract for AUTHORITY's approval of the terms and conditions thereof and shall not execute such subcontract until AUTHORITY has approved such terms and conditions. AUTHORITY approval shall not be unreasonably withheld.
- 25.3 Approval by AUTHORITY of any Services to be subcontracted and the subcontractor to perform said Services will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Services.
- 25.4 Any substitution of subcontractors must be approved in writing by AUTHORITY's Contract Manager.

Article 26 Inspection and Access

AUTHORITY shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by AUTHORITY, shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Services or products.

Article 27 Independent Contractor

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Services provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. AUTHORITY shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Services or as to the manner, means and methods by which Services are performed. All workers furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AUTHORITY.

Article 28 Precedence

28.1 The Contract documents consist of these General Terms and Conditions and Attachment "A", Scope of Services, Attachment "B", Billing Rate Schedule, CONSULTANT's Statement of Qualifications and AUTHORITY's Request for Qualifications which are incorporated herein by reference.

28.2 The following order of precedence shall apply:

- 28.2.1 This Contract, its General Terms and Conditions, and Attachments
- 28.2.2 CONSULTANT's Statement of Qualifications
- 28.2.3 AUTHORITY's Request for Qualifications

28.3 In the event of an express conflict between the documents listed in Article 28.2, or between any other documents which are a part of the Contract, CONSULTANT shall notify AUTHORITY immediately and shall comply with AUTHORITY's resolution of the conflict.

Article 29 Communications and Notices

29.1 Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally

made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other party in writing.

For CONSULTANT:

Name: [CONSULTANT]
Address: [REDACTED]

Attn: [REDACTED]
Phone: [REDACTED]
Fax: [REDACTED]

For AUTHORITY:

Name: San Bernardino Associated Governments
Address: 1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Attn: Mr. Garry Cohoe
Phone: (909) 884-8276
Fax: (909) 885-4407

- 29.2 All communications pursuant to or in connection with this Contract shall be marked with AUTHORITY's Contract and job numbers.

Article 30 Disputes

- 30.1 In the event any dispute arises between the parties hereto under or in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Services to be performed, Scope of Services and/or time of performance), the dispute shall be decided by the Contract Manager of AUTHORITY or his duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of AUTHORITY. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such appeal shall be decided by a court of competent jurisdiction.
- 30.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

Article 31 Gratuities

CONSULTANT, its employees, agents, or representatives shall not offer or give to an officer, official, or employee of AUTHORITY or Fluor Corporation, gifts, entertainment, payments, loans, or other gratuities to influence the award of a Contract or obtain favorable treatment under a Contract.

Article 32 Review and Acceptance

32.1 All Services performed by CONSULTANT shall be subject to periodic review and approval by the representatives of AUTHORITY at any and all places where such performance may be carried on. Failure of AUTHORITY to make such review, or to discover defective Work, shall not prejudice the rights of AUTHORITY at the time of final acceptance. All Services performed by CONSULTANT shall be subject to periodic and final review and acceptance by AUTHORITY upon completion of all Services.

32.2 When Services have been completed and the products have been delivered to AUTHORITY, CONSULTANT shall so advise AUTHORITY in writing. AUTHORITY acceptance shall be based on those provisions set forth in the Scope of Services, Attachment "A". Within thirty (30) working days of receipt of such notice, AUTHORITY shall give CONSULTANT written notice of final acceptance or any Services and Work that have yet to be completed or which are unsatisfactory.

32.3 In the event AUTHORITY does not accept Services or Products as submitted then upon their subsequent completion, CONSULTANT shall again so notify AUTHORITY, and within the above specified time period AUTHORITY shall give CONSULTANT written notice of final acceptance or notice that the specified unfinished Services or Products have not yet been completed or are still not satisfactory. In the latter instance, the foregoing procedures with respect to such specified unfinished Services or Products will be repeated. Final acceptance shall not constitute a waiver or abandonment of any rights or remedies available to AUTHORITY under this Contract or by law.

Article 33 Safety

CONSULTANT shall comply strictly with all local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Services hereunder.

Article 34 Assignment

CONSULTANT shall not assign this Contract wholly or in Part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of AUTHORITY. Subject to the foregoing, the provisions of this Contract shall

extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

Article 35 Amendments

This Contract may only be changed by an amendment duly executed by CONSULTANT and AUTHORITY except, that changes to the Contract to implement administrative changes such as approved changes in key personnel may be made by administrative amendment signed by CONSULTANT and AUTHORITY's Contracts Manager or other duly authorized representative.

Article 36 Governing Law and Venue

This Contract shall be subject to the laws and jurisdiction of the State of California. The parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

Article 37 Suspension of Services

37.1 AUTHORITY may at any time, and from time to time, by written Notice ("Suspension of Services Order") to CONSULTANT, suspend further performance of Services by CONSULTANT. Said Suspension of Services Order shall specify the date of suspension and the estimated duration of the suspension. Upon receiving any such Suspension of Services Order, CONSULTANT shall promptly suspend further performance of Services to the extent specified, and during the period of such suspension shall properly care for and protect all Services in progress. Such suspensions shall not exceed more than one hundred twenty (120) consecutive calendar days each, nor aggregate more than one hundred eighty (180) calendar days; and, if they do, CONSULTANT may, if it so elects by notifying AUTHORITY in writing, consider that this Contract has been terminated for convenience of AUTHORITY. If the Contract has not been so terminated by CONSULTANT, then AUTHORITY may at any time withdraw the Suspension of Services Order as to all or part of the suspended Services by written notice to CONSULTANT specifying the effective date and scope of withdrawal, and CONSULTANT shall resume diligent performance of Services for which the suspension is withdrawn on the specified effective date of withdrawal.

37.2 If CONSULTANT believes that any such suspension or withdrawal of suspension justifies modification of the Contract compensation, CONSULTANT may request additional compensation and

CONSULTANT and AUTHORITY will attempt to negotiate a mutually acceptable change in compensation and amend the Contract accordingly. If CONSULTANT and AUTHORITY are unable to agree on a change in compensation, CONSULTANT may request adjustments to either the Contract amount or the scheduled time for performance in accordance with Article 20, Claims herein. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such suspension.

Article 38 Contingent Fee

The CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, AUTHORITY has the right to annul this Contract without liability, pay only for the value of Services actually performed, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Article 39 Location of Performance

NOT USED

Article 40 Entire Document

- 40.1 This Contract and its attachments constitute the sole and only agreement governing Services and supersedes any prior understandings, written or oral, between the parties respecting the within subject matter. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract.
- 40.2 No agent, employee or representative of AUTHORITY has any authority to bind AUTHORITY to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 40.3 As this Contract was jointly prepared by both parties, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either party.

Article 41 Attorney's Fees

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article 22, Indemnity.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

By: _____

Date: _____

San Bernardino Associated Governments

By: _____
Gary C. Ovitt, President
SANBAG Board of Directors

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

Minute Action

AGENDA ITEM: 5

Date: August 14, 2008

Subject: Amendment No. 2 to Contract No. 03-014 with David Evans & Associates, Inc. to extend the period of performance.

Recommendation:* Approve Amendment No 2 to Contract No. 03-014 with David Evans & Associates, Inc. extending the period of performance by 16 months to December 31, 2009.

Background: This action is an amendment to a current professional services contract. In order to complete the construction staking and surveying on the Live Oak Canyon Road interchange project, the period of performance for this contract must be extended. This contract was awarded by SANBAG Board in September 2002 to provide construction staking and survey support for freeway construction on State Route 210 (Segments 9, 10, 11) and Interstate 10 (Truck Climbing Lane, Mixed Flow Lane Addition, Live Oak Canyon Road interchange).

Financial Impact: There is no financial impact associated with this item.

Reviewed By: This item will be reviewed by the Major Projects Committee on August 14, 2008.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

Approved
Major Projects Committee

Date: August 14, 2008

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

SANBAG Contract No. 03-014-02

by and between

San Bernardino Associated Governments

and

David Evans and Associates, Inc.

for

Construction Surveying on SR-210, Segments 9 – 11 & I-10 Widening

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>03-014</u>	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID	<input type="checkbox"/> Yes % <input type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment
Notes:			
Original Contract:	<u>\$ 5,782,061</u>	Previous Amendments Total:	<u>\$ 1,504,239</u>
Contingency Amount:	<u>\$ 0</u>	Previous Amendments Contingency Total:	<u>\$ 0</u>
		Current Amendment:	<u>\$ 0</u>
		Current Amendment Contingency:	<u>\$ 0</u>
Contingency Amount requires specific authorization by Task Manager prior to release.			
Contract TOTAL →			<u>\$ 7,286,300</u>
↓ Please include funding allocation for the original contract or the amendment.			
Task	Cost Code	Funding Sources	Grant ID
<u>N/A</u>	<u>N/A</u>	<u>MIVMP</u>	
			<u>\$ N/A</u>
			\$
			\$
			\$
Original Board Approved Contract Date:	<u>9/4/02</u>	Contract Start:	<u>9/4/02</u>
New Amend. Approval (Board) Date:	<u>9/3/08</u>	Amend. Start:	<u>9/3/08</u>
		Contract End:	<u>9/4/02</u>
		Amend. End:	<u>12/31/09</u>
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:			
Approved Budget Authority →	Fiscal Year:	Future Fiscal Year(s) –	
	\$	Unbudgeted Obligation →	\$
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, which Task includes budget authority? <u>82408, 86008, 84308, 84309</u>			
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No			
CONTRACT MANAGEMENT			
Please mark an "X" next to all that apply:			
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Non-Local	<input type="checkbox"/> Local <input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes %			
Task Manager: Garry Cohoe		Contract Manager: Tom Esswein	

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

SANBAG CONTRACT NO. 03-014

AMENDMENT NO. 2

AGREEMENT BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

DAVID EVANS & ASSOCIATES, INC.

This AMENDMENT No. 2 to SANBAG Contract No. 03-014 entered into this 3rd day of September 2008 by the firm of DAVID EVANS & ASSOCIATES, INC. (hereafter called CONSULTANT) and the San Bernardino Associated Governments (hereafter called SANBAG):

WITNESSETH

WHEREAS, SANBAG, under SANBAG Contract No. 03-014, engaged the services of CONSULTANT to provide Construction Staking and Surveying on State Route 210, Segments 9 – 11 and various I-10 projects; and

WHEREAS, the parties desire to amend the aforesaid contract to extend the contract performance period.

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 03-014, as follows:

1. To extend the completion date of this contract to December 31, 2009.

All other provisions of Contract No. 03-014 shall remain in full force and effect.

Authorizing signatures are on the following page:

IN WITNESS THEREOF, the authorized parties have below signed:

San Bernardino Associated Governments

David Evans & Associates, Inc.

By: _____
Gary C. Ovitt, President
SANBAG Board of Directors

By: _____
Cliff Simental
Senior Vice-President

Date: _____

Date: _____

Approved as to form:

By: _____
Jean-Rene Basle
SANBAG Counsel

Date: _____

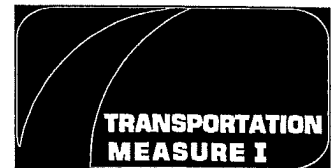


San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Fl, San Bernardino, CA 92410

Phone: (909) 884-8276 Fax: (909) 885-4407

Web: www.sanbag.ca.gov



•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: August 14, 2008

Subject: Construction Contract No. C08-191 for Seismic Retrofit of the SR-210/Muscoy Underpass

Recommendation:* Award Construction Contract No. C08-191 for Seismic Retrofit of the SR-210/Muscoy Underpass

Background: **This is a new construction contract based on a competitive low bid process. As such, conflict of interest is not applicable.** (Note, the opening of the bid submissions for this contract is later than the due date for the mailing of the Major Projects Committee Agenda, as such, the specifics regarding recommendation to award will be distributed at the Major Projects Committee Meeting)

Seismic retrofit of this Union Pacific railroad bridge over State Route 210 was part of the construction of Segment 10 of the mainline. The retrofit of the bridge was impacted by delays in securing railroad approval of required temporary structure. In the interest of timely opening of the freeway in summer of 2007, retrofit of Muscoy Underpass was taken out of the freeway mainline construction contract via a change order. As part of the change order, SANBAG and Caltrans entered into a memorandum of understanding on April 30, 2007 that committed SANBAG to putting together an independent Plans, Specifications, and Estimate

*

*Approved
Major Projects Committee*

Date: August 14, 2008

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

(PS&E) package for this seismic retrofit and advertise for construction as soon as possible. The Board approved the bid package and authorized staff to proceed with advertisement for seismic retrofit of this Union Pacific railroad bridge over State Route 210 at its July 2008 meeting.

The opening of the bid submissions for this contract is later than the due date for the mailing of the Major Projects Committee Agenda. Hence, the list of contractors and the bid amounts along with the Contract and Contract Summary Sheet will be distributed at the Major Projects Committee meeting. Also distributed at the meeting will be the breakdown of total award amount into bid items, supplemental funds, contingency funds, and funds for agency furnished materials. SANBAG staff will also be reviewing the bid documents submitted by the low bidder for "responsiveness". The Engineer's estimated construction cost is \$1.4 million. With supplemental items, agency furnished items, and contingency, the total project is estimated at \$1.8 million.

Financial Impact: This action is consistent with the adopted budget. Task Number 824.

Reviewed By: This item will be reviewed by the Major Projects Committee on August 14, 2008.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

Minute Action

AGENDA ITEM: 7

Date: August 14, 2008

Subject: Contract No. 08-165 with Berg and Associates for construction management services for Interstate 10/Riverside Avenue Interchange

Recommendation:* Approve Contract No. 08-165 with Berg and Associates for construction management services for Interstate 10/Riverside Avenue Interchange in an amount not to exceed \$3,830,989.

Background: **This is a new contract.** In April 2008 the Board authorized the release of a Request for Qualifications (RFQ) for full service construction management services for the I-10/Riverside Avenue Interchanges.

SANBAG received nine Statements of Qualification (SOQ) in response to the RFQ. The construction management consultants that submitted SOQs included:

- Athalye Consulting Engineering Services, Inc.
- Berg & Associates, Inc.
- Harris & Associates
- Parsons Brinckerhoff
- S2 Engineering
- Southstar Engineering & Consulting, Inc.
- TCM Group
- Transportation & Energy Solutions, Inc.
- URS – Washington Division

*

Approved
Major Projects Committee

Date: August 14, 2008

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

Utilizing the SANBAG consultant selection process, a committee consisting of one representative from the City of Rialto, one representative from the County of San Bernardino, two representatives from Caltrans and one SANBAG staff reviewed and rated the SOQs. Each Statement of Qualification (SOQ) was rated in five categories; firm qualifications, personnel qualifications, project understanding, staffing capability, and project controls. While all firms/teams submitted SOQs that conveyed a strong knowledge and understanding of the project and substantial experience for the principal discipline lead staff, the selection committee concluded that contents of five SOQs were superior over the others. These five firms/teams were short-listed for interviews. The shortlisted firms were:

- Berg & Associates, Inc.
- Harris & Associates
- S2 Engineering
- Southstar Engineering & Consulting, Inc.
- TCM Group

Interviews were conducted on May 28, 2008 with a selection panel that consisted of the same representatives that reviewed the written SOQs. The teams were rated again based on firm qualifications, personnel qualifications, project understanding, staffing capability (depth and availability), and project controls. All firms/teams exhibited a variety of strengths in their presentation and responses during the question and answer period. The selection committee overwhelmingly selected Berg & Associates as the most qualified to perform the work and presented the best project understanding and staff availability.

The selection panel recommends this contract to the Major Projects Committee and the Board of Directors. The contract cost negotiated with Berg & Associates is consistent with the work included in the scope of work used for the RFQ.

Financial Impact: The entire cost of this contract, \$3,830,989, will be paid by the City of Rialto based on Construction Cooperative Agreement No. 08-164. SANBAG will pay the consultant invoices using an escrow account set up by the City per Agreement 08-164. SANBAG staffing costs are consistent with the approved budget for Task No. 84108000.

Reviewed By: This item will be reviewed by the Major Projects Committee on August 14, 2008. SANBAG Counsel has reviewed and approved this agreement as to form. Finance has reviewed and approved the Contract Summary Sheet.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C08165
by and between
San Bernardino County Transportation Authority
and
Berg & Associates, Inc.
for
Construction Management of I-10/Riverside Interchange Project

FOR ACCOUNTING PURPOSES ONLY			
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment
Notes: The payments will be made using an escrow account set up by the City of Rialto			
Original Contract: \$ <u>3,482,717</u> Contingency Amount: \$ <u>348,272</u>	Previous Amendments Total: \$ <u>0</u> Previous Amendments Contingency Total: \$ <u>0</u> Current Amendment: \$ <u>0</u> Current Amendment Contingency: \$ <u>0</u>		
Contingency Amount requires specific authorization by Task Manager prior to release.			
Contract TOTAL →			\$ <u>3,830,989</u>

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
84109000	5553	RIAL CI	_____	\$ <u>750,000</u>
84110000	5553	RIAL CI	_____	\$ <u>1,920,000</u>
84111000	5553	RIAL CI	_____	\$ <u>1,000,000</u>
84112000	5553	RIAL CI	_____	\$ <u>160,989</u>

Original Board Approved Contract Date: <u>09/03/08</u>	Contract Start: <u>09/03/08</u>	Contract End: <u>12/31/12</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>08/09</u> \$ <u>750,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>3,080,989</u>
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Is this consistent with the adopted budget? ☒ Yes ☐ No

If yes, which Task includes budget authority? 841

If no, has the budget amendment been submitted? ☐ Yes ☒ No

CONTRACT MANAGEMENT	
Please mark an "X" next to all that apply:	
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local	
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____%	
Task Manager: <u>Garry Cohoe</u>	Contract Manager: <u>Abunnasr Husain</u>

 Task Manager Signature Date <u>7/31/08</u>	 Contract Manager Signature Date <u>07-30-2008</u>
 Chief Financial Officer Signature Date <u>8/01/08</u>	

CONTRACT NO: C08165

EFFECTIVE DATE: September 3, 2008

by and between

**San Bernardino
County Transportation Authority**

and

Berg & Associates, Inc.

for

**Construction Management, Materials Testing, Construction
Surveying, and Landscape Construction Management Services**

Interstate-10/Riverside Avenue Interchange

In

The City of Rialto

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TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
Article 1 Description of Services	1
Article 2 Performance Schedule and Force Majeure	1
Article 3 Contract Price and Cost Principles	2
Article 4 Availability of Funds	3
Article 5 Taxes, Duties, Fees	3
Article 6 Invoicing and Payments	3
Article 7 Documentation and Right of Audit.....	4
Article 8 Responsibility of the Engineer.....	5
Article 9 Reporting Requirements/Deliverables	5
Article 10 Permits and Licenses.....	5
Article 11 Technical Direction.....	6
Article 12 Changes	7
Article 13 Federal and State Mandatory Provisions	8
Article 14 Conflict of Interest	10
Article 15 Key Personnel	10
Article 16 Representations	10
Article 17 Proprietary Rights/Confidentiality.....	10
Article 18 Terminations	12
Article 19 Stop Work Orders	13
Article 20 Claims	13
Article 21 Insurance	14
Article 22 Indemnity	15
Article 23 Damages due to Errors and Omissions	15
Article 24 Ownership of Drawings and Data.....	16
Article 25 Subcontracts.....	16
Article 26 Inspection and Access.....	16
Article 27 Independent Contractor.....	17
Article 28 Precedence	17
Article 29 Communications and Notices	17
Article 30 Disputes.....	18
Article 31 Gratuities.....	18
Article 32 Review and Acceptance.....	19
Article 33 Safety	19
Article 34 Assignment	19
Article 35 Amendments	20
Article 36 Governing Law and Venue	20
Article 37 Suspension of Services	20
Article 38 Contingent Fee.....	21
Article 39 Location of Performance.....	21
Article 40 Entire Document	21
Article 41 Attorney's Fees	22

CONTRACT
FOR
CONSULTING SERVICES

This Contract, entered into this 3rd day of September 2008, by the firm of Berg & Associates, Inc. (hereinafter called CONSULTANT) whose address is:

**302 West 5th Street, Suite 210
San Pedro, CA 90731**

and San Bernardino County Transportation Authority (hereinafter called AUTHORITY) whose address is:

**1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715**

Whereas, AUTHORITY desires CONSULTANT to perform certain technical Services as hereinafter described and CONSULTANT desires to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1 Description of Services

CONSULTANT agrees to perform Services set forth in Attachment "A", Scope of Services, which is incorporated herein by reference, in accordance with high professional engineering and environmental services which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Services performed hereunder shall be completed to the satisfaction of AUTHORITY, with their satisfaction being based on prevailing professional engineering and environmental services standards.

Article 2 Performance Schedule and Force Majeure

- 2.1 The Period of Performance by CONSULTANT under this Contract shall commence on September 3, 2008 and shall continue in effect for 52 months, until work is completed, or otherwise terminated, cancelled or extended as hereinafter provided.

Article 3 Contract Price and Cost Principles

- 3.1 Full compensation to CONSULTANT for full and complete performance of all Services, compliance with all the terms and conditions of this Contract, payment by CONSULTANT of all obligations incurred in, or application to, CONSULTANT's performance of Services, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by AUTHORITY), shall not exceed the amounts set forth in 3.2 below.
- 3.2 The total cost for Services to the project shall not exceed **\$3,482,717**. This amount does not include a contingency. Services to be provided under terms of this Contract are to be provided on an as needed basis and compensated for as set forth in Attachment "B" which is incorporated herein by reference. Utilization of the contingency is not permitted unless directed in writing by AUTHORITY Project Manager. CONSULTANT's fee for services is included in the total estimated contract cost and shall be a fixed percentage fee, as agreed upon, and noted in Attachment "B".
- 3.3 CONSULTANT's overhead rates will be fixed, as set forth in Attachment "B" for the duration of this Contract. The fixed overhead rate will not be subject to adjustment. Any percentage increase over the direct labor rate in Attachment "B" is not permitted without prior authorization from AUTHORITY.
- 3.4 Not used.
- 3.5 The cost principles set forth in Part 31, Contract Cost Principles and Procedures, in Title 48, Federal Acquisition Regulations System of the Code of Federal Regulations (CFR) as constituted on the effective date of this Contract shall be utilized to determine allowableness of costs under this Contract and may be modified from time to time by amendment of the Contract.
 - 3.5.1 The CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 - 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Part 31, Contract Cost Principles and Procedures, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants

and Cooperative Agreements to State and Local Governments shall be repaid by CONSULTANT to AUTHORITY.

3.5.3 Any subcontract, entered into as a result of this Contract shall contain all of the provisions of this Section 3.5.

3.6 Any Services provided by the CONSULTANT not specifically covered by the Scope of Services (Attachment "A") shall not be compensated without prior written authorization from AUTHORITY. It shall be CONSULTANT's responsibility to recognize and notify AUTHORITY when services not covered by the Scope of Services have been requested or are required. All changes and/or modifications to the Scope of Services shall be made in accordance with Article 12, Changes.

Article 4 Availability of Funds

This Contract is awarded on the contingency of availability of funds. The obligation of AUTHORITY is conditioned upon the availability of funds that are allocated and available for the payment of such an obligation. If funds are not allocated and available for the continuance of Services performed by CONSULTANT, Services directly or indirectly involved may be suspended or terminated by AUTHORITY at the end of the period for which funds are available. When AUTHORITY becomes aware that any portion of Services that will or may be affected by a shortage of funds, it will immediately so notify CONSULTANT. Nothing herein shall relieve AUTHORITY from its obligation to compensate CONSULTANT for Services actually performed pursuant to this Contract prior to such notification. No penalty shall accrue to AUTHORITY in the event this provision is exercised.

Article 5 Taxes, Duties, Fees

CONSULTANT shall pay when due, and the compensations set forth in Article 3, Contract Price and Cost Principles, shall be inclusive of all; a) local, municipal, state, and federal sales and use taxes, b) excise taxes, c) taxes on personal property owned by CONSULTANT, and d) all other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

Article 6 Invoicing and Payments

6.1 The compensation of CONSULTANT as provided herein shall be payable in 4 week billing period payments, forty-five (45) calendar days after receipt by AUTHORITY of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Services.

- 6.2 CONSULTANT shall prepare all invoices in a form satisfactory to and approved by AUTHORITY and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a 4 week billing period and will be marked with AUTHORITY's project name, contract number, and task order number. CONSULTANT and AUTHORITY's Project Manager shall mutually agree on a cutoff date for invoices. The cutoff date for CONSULTANT's invoices shall be consistent from each period. Invoices shall be submitted within fifteen (15) calendar days after the cutoff date for the period covered by the invoice. Invoices shall include request for payment for Services (including additional Services authorized by AUTHORITY) completed by CONSULTANT during each billing period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense.
- 6.3 CONSULTANT shall furnish evidence, satisfactory to AUTHORITY, that all labor and materials furnished and equipment used during the period covered by the invoice have been incurred. AUTHORITY shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such evidence. Upon furnishing such evidence, satisfactory to AUTHORITY, AUTHORITY shall pay CONSULTANT the full amount of the invoice less disputed amounts.
- 6.4 CONSULTANT shall include a statement and release with each invoice, satisfactory to AUTHORITY, that CONSULTANT has fully performed the Services invoiced pursuant to this Contract for the period covered, and that all claims of CONSULTANT and its subcontractors for Services during the period will be satisfied upon the making of such payment. AUTHORITY shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 6.5 CONSULTANT shall forfeit the fixed fee portion of the progress payment for any billing period that CONSULTANT fails to submit an invoice within sixty (60) calendar days after the cutoff date for the billing period.
- 6.6 CONSULTANT shall forfeit all costs incurred for a progress payment for any billing period that CONSULTANT fails to submit an invoice within one-hundred twenty (120) calendar days after the cutoff date for the billing period.

Article 7 Documentation and Right of Audit

CONSULTANT shall keep and maintain all books, papers, records, accounting

records including but not limited to all direct and indirect costs allocated to Services, files, accounts, reports, cost proposals with backup data, and all other material relating to Services. CONSULTANT shall upon request, make all such materials available to AUTHORITY or its designee at any reasonable time during the term of the Contract and for three (3) years from the date of final payment to CONSULTANT, for auditing, inspection and copying. CONSULTANT shall insert in each of its subcontracts the above requirement.

Article 8 Responsibility of the Engineer

- 8.1 The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all calculations, drawings, notes and other Services furnished by the CONSULTANT under terms of this Contract.
- 8.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, the CONSULTANT shall, as an integral part of its Services, employ quality control procedures that identify potential risks and uncertainties related to construction of the project and the Services performed by CONSULTANT within the areas of CONSULTANT Services and expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the contracted Scope of Services, should the CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk and uncertainties, CONSULTANT shall immediately document such matters and notify AUTHORITY of said circumstances and related concerns. CONSULTANT shall also similarly notify AUTHORITY in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds design assumptions and could precipitate a failure. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable AUTHORITY to understand and evaluate the magnitude and effect of the risk and uncertainties involved.

Article 9 Reporting Requirements/Deliverables

All Reports and deliverables shall be submitted in accordance with Attachment "A", Scope of Services.

Article 10 Permits and Licenses

CONSULTANT shall (without additional compensation) keep current all governmental permits, certificates and licenses (including professional licenses) necessary for CONSULTANT to perform Services.

Article 11 Technical Direction

- 11.1 Performance of Services under this Contract shall be subject to the technical direction of the AUTHORITY Contract Manager, or his designee, as identified in Attachment "A", Scope of Services, attached to this Contract. The AUTHORITY Contract Manager will identify his designee, in writing to CONSULTANT, with the notice to proceed and subsequently with any changes during the Contract period. The term "Technical Direction" is defined to include, without limitation:
 - 11.1.1 Directions to the CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Services.
 - 11.1.2 Provision of written information to the CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of Service description.
 - 11.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by the CONSULTANT to AUTHORITY or Caltrans under the Contract.
- 11.2 Technical direction must be within the Scope of Services in the Contract. The AUTHORITY Contract Manager or designee does not have the authority to, and may not, issue any technical direction which:
 - 11.2.1 Constitutes an assignment of additional Services outside the Scope of Services;
 - 11.2.2 Constitutes a change as defined in the Contract clause entitled "Changes";
 - 11.2.3 In any manner causes an increase or decrease in the Contract's estimated cost or price or the time required for Contract performance;
 - 11.2.4 Changes any of the expressed terms, conditions or specifications of the Contract; or
 - 11.2.5 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract.

- 11.2.6 A failure of the CONSULTANT and AUTHORITY Contract Manager to agree that the technical direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto shall be subject to the provisions of Article 30, Disputes.
- 11.3 All technical directions shall be issued in writing by the AUTHORITY Contract Manager or his designee.
- 11.4 The CONSULTANT shall proceed promptly with the performance of technical directions duly issued by the AUTHORITY Contract Manager or his designee, in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the CONSULTANT, any instruction or direction by the AUTHORITY Contract Manager or his designee, falls within one of the categories defined in 11.2.1 through 11.2.5 above, the CONSULTANT shall not proceed but shall notify the Contract Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contract Manager to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, the Contract Manager shall:
- 11.4.1 Advise the CONSULTANT in writing within thirty (30) days after receipt of the CONSULTANT's letter that the technical direction is or is not within the scope of Article 12, Changes;
- 11.4.2 Advise the CONSULTANT within a reasonable time that AUTHORITY will or will not issue a written change order.

Article 12 Changes

- 12.1 The Services shall be subject to changes by additions, deletions, or revisions thereto by AUTHORITY. CONSULTANT will be advised of any such changes by written notification from AUTHORITY describing the change.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by AUTHORITY, CONSULTANT and AUTHORITY will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly. If CONSULTANT and AUTHORITY are unable to agree on the compensation change, the CONSULTANT may make a claim per Article 20, Claims. CONSULTANT shall have no obligation to perform the changes, and shall not be entitled to compensation for Services performed on such changes, prior to the execution of the change order relating to the changes required by AUTHORITY.

- 12.3 CONSULTANT shall not suspend performance of this Contract during the negotiation of any change order, except as may be directed by AUTHORITY. CONSULTANT shall perform all changes in accordance with all the terms of this Contract.

Article 13 Federal and State Mandatory Provisions

13.1 Equal Employment Opportunity/Nondiscrimination

- 13.1.1 In connection with the execution of this Contract, the CONSULTANT shall not discriminate directly or indirectly against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The CONSULTANT shall take action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections of training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the Equal Opportunity clause.
- 13.1.2 The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applications shall receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 13.1.3 The CONSULTANT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice advising the labor union or workers representative of the CONSULTANT's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 13.1.4 The CONSULTANT shall comply with all provisions of Executive Order No 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), and shall permit access to its books, records, and accounts by AUTHORITY and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

13.1.5 In the event of the CONSULTANT's noncompliance with the Equal Opportunity clause of this Contract or any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

13.1.6 The CONSULTANT shall include the provisions of paragraphs (13.1.1) through (13.1.6) of this Article in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontract or vendor. The CONSULTANT shall take such action with respect to any subcontract or purchase order as AUTHORITY may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by AUTHORITY, the CONSULTANT may request AUTHORITY to enter into such litigation to protect the interests of AUTHORITY.

13.2 Handicapped Workers

13.2.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Article 14 Conflict of Interest

- 14.1 The CONSULTANT agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Contract. The CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed.
- 14.2 No portion of the funds received by the CONSULTANT under this Contract shall be used for political activity or to further the election or defeat of any candidate for public office.

Article 15 Key Personnel

- 15.1 The personnel specified in 15.2 below are considered to be essential to Services being performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services that are the responsibility of key personnel to other personnel, the CONSULTANT shall notify AUTHORITY reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. Diversion or reallocation of key personnel shall be subject to written approval by AUTHORITY. AUTHORITY also reserves the right to approve proposed substitutions for key personnel.
- 15.2 Key Personnel are:

Deborah Berg
Tom Berg
Dave Smith

Article 16 Representations

CONSULTANT agrees with AUTHORITY that Services supplied by CONSULTANT in performance of this Contract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that it is supplying professional Services, findings, and/or recommendations in the performance of this Contract and agrees with AUTHORITY that the same shall conform to high professional engineering and environmental principles and standards that are generally accepted in the State of California.

Article 17 Proprietary Rights/Confidentiality

- 17.1 If, as a part of the Contract, CONSULTANT is required to produce

materials, documents, data or information ("Products"), then CONSULTANT, if requested by AUTHORITY, shall deliver to AUTHORITY the original of all such Products which shall become the property of AUTHORITY.

- 17.2 All materials, documents, data or information obtained from AUTHORITY's data files or any AUTHORITY medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of AUTHORITY. Such data or information may not be used or copied for direct or indirect use outside of these services by CONSULTANT without the express written consent of AUTHORITY.
- 17.3 Except as reasonably necessary for the performance of Services, CONSULTANT and its employees and agents shall hold in confidence the materials and information referred to in this Article 17, Proprietary Rights/Confidentiality, which are produced by CONSULTANT for AUTHORITY in the performance and completion of CONSULTANT's Services under the Contract, until released in writing by AUTHORITY, except to the extent such materials and information become a part of public domain information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use AUTHORITY's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of AUTHORITY.
- 17.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.
- 17.6 CONSULTANT agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of AUTHORITY, any information obtained by CONSULTANT from or through AUTHORITY in connection with CONSULTANT's performance of this Contract, unless (a) the information was known to CONSULTANT prior to obtaining same from AUTHORITY pursuant to a prior Contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subcontractors, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from AUTHORITY and who had, to CONSULTANT's knowledge and belief, the right to disclose the same.

Article 18 Terminations

- 18.1 Termination for Convenience. AUTHORITY shall have the right at any time, with or without cause, to terminate further performance of Services by written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall discontinue performance of Services and shall preserve work in progress and completed work ("Work"), pending AUTHORITY'S instruction, and shall turn over such Work in accordance with AUTHORITY's instructions.
- 18.1.1 CONSULTANT shall deliver to AUTHORITY, in accordance with AUTHORITY'S instructions, all Products prepared by CONSULTANT or its subcontracts or furnished to CONSULTANT by AUTHORITY. Upon such delivery, CONSULTANT may then invoice AUTHORITY for payment in accordance with the terms hereof.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from AUTHORITY as complete and full settlement for such termination a pro rata share of the Contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual cost incurred by CONSULTANT to return CONSULTANT's field tools and equipment, if any, to it or its suppliers' premises, or to turn over Work and Products in accordance with AUTHORITY's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause. In the event CONSULTANT shall file a petition in bankruptcy, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its solvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, AUTHORITY may, without prejudice to any other rights or remedies AUTHORITY may have, (a) hold in abeyance further payments to CONSULTANT; (b) stop any Services of CONSULTANT or its

subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by AUTHORITY, AUTHORITY may take possession of the Products and finish Services by whatever method AUTHORITY may deem expedient. A waiver by AUTHORITY of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 In the event of termination CONSULTANT shall deliver to AUTHORITY all finished and unfinished Products prepared by CONSULTANT or its subcontractors or furnished to CONSULTANT by AUTHORITY.

18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to AUTHORITY, satisfactory in form and content to AUTHORITY and verified by AUTHORITY. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such termination.

Article 19 Stop Work Orders

Upon failure of CONSULTANT or its subcontractors to comply with any of the requirements of this Contract, AUTHORITY shall have the authority to stop any Services of CONSULTANT or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 18, Termination. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by CONSULTANT.

Article 20 Claims

CONSULTANT shall give AUTHORITY written notice within seven (7) days after the happening of any event which CONSULTANT believes may give rise to a claim by CONSULTANT for an increase in the Contract amount or in the scheduled time for performance. Within fourteen (14) days after the happening of such events, CONSULTANT shall supply AUTHORITY with a statement supporting CONSULTANT's claim, which statement shall include CONSULTANT's detailed estimate of the change in Contract amount and scheduled time occasioned thereby. AUTHORITY shall not be liable for, and CONSULTANT hereby waives, any claim or potential claim of CONSULTANT of which CONSULTANT knew or should have known and which was not reported by CONSULTANT in accordance with the provisions of this Article. CONSULTANT agrees to continue performance of Services during the time any claim of CONSULTANT hereunder is pending. AUTHORITY shall not be bound to any adjustments in the Contract amount or scheduled time for

CONSULTANT's claim unless expressly agreed to by AUTHORITY in writing and any such adjustments in the Contract amount so agreed to in writing shall be paid to CONSULTANT by AUTHORITY. No claim hereunder by CONSULTANT shall be allowed if asserted after final payments under this Contract.

Article 21 Insurance

In order to accomplish the indemnification herein provided for, but without limiting the indemnification, CONSULTANT shall secure and maintain throughout the term of the Contract the following types of insurance with limits as shown:

- 21.1 Professional Liability Insurance coverage in an amount not less than \$1,000,000, per claim and in the aggregate. CONSULTANT shall secure and maintain this insurance throughout the term of this Contract and for a minimum of three (3) years after completion and acceptance of Services by AUTHORITY.
- 21.2 Workers' Compensation Insurance or state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$250,000 limits, covering all persons providing Services on behalf of CONSULTANT.
- 21.3 Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$3,000,000 in the aggregate written on an occurrence form.

For products and completed operations a \$2,000,000.00 aggregate shall be provided.

- 21.4 Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.
- 21.5 Proof of Coverage. CONSULTANT shall immediately furnish certificates of insurance to AUTHORITY evidencing the insurance coverage required above, prior to the commencement of performance of Services hereunder, and such certificates shall include San Bernardino Associated Governments/San Bernardino County Transportation Authority and Fluor Corporation (project administration consultant) as additional insured on

Comprehensive General Liability Insurance or Commercial General Liability Insurance and auto insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days written notice to AUTHORITY, and CONSULTANT shall maintain such insurance from the time CONSULTANT commences performance of Services hereunder until the completion of such Services.

Article 22 Indemnity

CONSULTANT agrees to indemnify, hold harmless, and defend, with counsel approved by AUTHORITY, AUTHORITY, and their officers, employees (past and present), agents, and representatives including Fluor Corporation, from and against:

- 22.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by AUTHORITY of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or other items furnished or communicated to AUTHORITY by CONSULTANT in connection with performance of Services; and
- 22.2 Any claim, cause of action, liability, loss, cost or expense, on account of injury to or death of persons or damage to or loss of property which arises out of or is alleged to arise out of the negligence or wrongful acts of CONSULTANT or its subcontractors, employees, or agents, in the performance of Services, and includes any and all expenses, including attorneys' fees, incurred by AUTHORITY for legal action to enforce CONSULTANT's indemnification obligations hereunder.

Article 23 Damages due to Errors and Omissions

- 23.1 Architect-Engineer Consultants shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. A CONSULTANT may be liable for AUTHORITY costs resulting from errors or deficiencies in designs furnished under its Agreement.
- 23.2 When a modification to a construction contract is required because of an error or deficiency in the services provided under this A&E Agreement, the contracting officer (with the advice of technical personnel and legal counsel) shall consider the extent to which the A&E Consultant may be reasonably liable.
- 23.3 AUTHORITY's contracting officer shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the AUTHORITY's interest. The

contracting officer shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover the costs from the CONSULTANT.

Article 24 Ownership of Drawings and Data

All drawings, specifications reports and other data developed by CONSULTANT under this Contract shall become the property of AUTHORITY when prepared, whether delivered to AUTHORITY or not.

Article 25 Subcontracts

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Services under this Contract, excepting to subcontractors listed in the CONSULTANT's proposal, without first notifying AUTHORITY of the intended subcontracting and obtaining AUTHORITY's Project Manager's approval in writing of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all lower-tier subcontracts.
- 25.2 CONSULTANT agrees that any and all subcontractors of CONSULTANT will comply with the terms of this Contract applicable to the portion of Services performed by them. If requested by AUTHORITY, CONSULTANT shall furnish AUTHORITY a copy of the proposed subcontract for AUTHORITY's approval of the terms and conditions thereof and shall not execute such subcontract until AUTHORITY has approved such terms and conditions. AUTHORITY approval shall not be unreasonably withheld.
- 25.3 Approval by AUTHORITY of any Services to be subcontracted and the subcontractor to perform said Services will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Services.
- 25.4 Any substitution of subcontractors must be approved in writing by AUTHORITY's Contract Manager.

Article 26 Inspection and Access

AUTHORITY shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by AUTHORITY, shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Services or products.

Article 27 Independent Contractor

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Services provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. AUTHORITY shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Services or as to the manner, means and methods by which Services are performed. All workers furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AUTHORITY.

Article 28 Precedence

- 28.1 The Contract documents consist of these General Terms and Conditions and Attachment "A", Scope of Services, Attachment "B", Billing Rate Schedule, CONSULTANT's Statement of Qualifications and AUTHORITY's Request for Qualifications which are incorporated herein by reference.
- 28.2 The following order of precedence shall apply:
- 28.2.1 This Contract, its General Terms and Conditions, and Attachments
 - 28.2.2 CONSULTANT's Statement of Qualifications
 - 28.2.3 AUTHORITY's Request for Qualifications
- 28.3 In the event of an express conflict between the documents listed in Article 28.2, or between any other documents which are a part of the Contract, CONSULTANT shall notify AUTHORITY immediately and shall comply with AUTHORITY's resolution of the conflict.

Article 29 Communications and Notices

- 29.1 Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other party in writing.

For CONSULTANT:

Name: Berg & Associates, Inc.
Address: 302 West 5th Street, Suite 210
San Pedro, CA 90731
Attn: Ms. Deborah Berg
Phone: (310) 548-9292
Fax: (310) 548-9195

For AUTHORITY:

Name: San Bernardino Associated Governments
Address: 1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Attn: Mr. Garry Cohoe
Phone: (909) 884-8276
Fax: (909) 885-4407

- 29.2 All communications pursuant to or in connection with this Contract shall be marked with AUTHORITY's Contract and job numbers.

Article 30 Disputes

- 30.1 In the event any dispute arises between the parties hereto under or in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Services to be performed, Scope of Services and/or time of performance), the dispute shall be decided by the Contract Manager of AUTHORITY or his duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of AUTHORITY. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such appeal shall be decided by a court of competent jurisdiction.
- 30.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

Article 31 Gratuities

CONSULTANT, its employees, agents, or representatives shall not offer or give to an officer, official, or employee of AUTHORITY or Fluor Corporation, gifts, entertainment, payments, loans, or other gratuities to influence the award of a

Article 35 Amendments

This Contract may only be changed by an amendment duly executed by CONSULTANT and AUTHORITY except, that changes to the Contract to implement administrative changes such as approved changes in key personnel may be made by administrative amendment signed by CONSULTANT and AUTHORITY's Contracts Manager or other duly authorized representative.

Article 36 Governing Law and Venue

This Contract shall be subject to the laws and jurisdiction of the State of California. The parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

Article 37 Suspension of Services

37.1 AUTHORITY may at any time, and from time to time, by written Notice ("Suspension of Services Order") to CONSULTANT, suspend further performance of Services by CONSULTANT. Said Suspension of Services Order shall specify the date of suspension and the estimated duration of the suspension. Upon receiving any such Suspension of Services Order, CONSULTANT shall promptly suspend further performance of Services to the extent specified, and during the period of such suspension shall properly care for and protect all Services in progress. Such suspensions shall not exceed more than one hundred twenty (120) consecutive calendar days each, nor aggregate more than one hundred eighty (180) calendar days; and, if they do, CONSULTANT may, if it so elects by notifying AUTHORITY in writing, consider that this Contract has been terminated for convenience of AUTHORITY. If the Contract has not been so terminated by CONSULTANT, then AUTHORITY may at any time withdraw the Suspension of Services Order as to all or part of the suspended Services by written notice to CONSULTANT specifying the effective date and scope of withdrawal, and CONSULTANT shall resume diligent performance of Services for which the suspension is withdrawn on the specified effective date of withdrawal.

37.2 If CONSULTANT believes that any such suspension or withdrawal of suspension justifies modification of the Contract compensation, CONSULTANT may request additional compensation and

CONSULTANT and AUTHORITY will attempt to negotiate a mutually acceptable change in compensation and amend the Contract accordingly. If CONSULTANT and AUTHORITY are unable to agree on a change in compensation, CONSULTANT may request adjustments to either the Contract amount or the scheduled time for performance in accordance with Article 20, Claims herein. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such suspension.

Article 38 Contingent Fee

The CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, AUTHORITY has the right to annul this Contract without liability, pay only for the value of Services actually performed, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Article 39 Location of Performance

NOT USED

Article 40 Entire Document

- 40.1 This Contract and its attachments constitute the sole and only agreement governing Services and supersedes any prior understandings, written or oral, between the parties respecting the within subject matter. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract.
- 40.2 No agent, employee or representative of AUTHORITY has any authority to bind AUTHORITY to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 40.3 As this Contract was jointly prepared by both parties, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either party.

ATTACHMENT "A"

Scope of Services

By and between

**San Bernardino Associated Governments/
San Bernardino County Transportation Authority**

And

Berg & Associates, Inc.

To

**Provide Construction Management, Material Testing, Construction
Surveying, and Landscape Construction Management Services**

For

I-10/Riverside Avenue Interchange Project

City of Rialto

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INDEX

- A. DESCRIPTION OF SERVICES
- B. PERFORMANCE REQUIREMENTS
- C. DUTIES AND RESPONSIBILITIES
 - 1. Pre-construction Services
 - 2. Bid Process
 - 3. Project Administration
 - 4. Construction Coordination
 - 5. Construction Inspection
 - 6. Project Support
 - 7. Cost and Schedule
 - 8. Change Orders and Claims
 - 9. Safety
 - 10. Project Close Out
- D. DELIVERABLES
- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
- F. MATERIALS TO BE FURNISHED BY SANBAG
- G. STANDARDS
- H. AVAILABILITY AND WORK HOURS
- I. LIMITATIONS TO AUTHORITY
- J. THIRD PARTY RELATIONSHIPS
- K. CONSTRUCTION SITE SAFETY
- L. BASIS FOR SURVEY AND MONUMENT MARKING
- M. PERSONNEL QUALIFICATIONS

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A. DESCRIPTION OF SERVICES

The San Bernardino Associated Governments (SANBAG) will utilize the services of CONSULTANT to support the construction activities as described below. The scope of services is for the Interstate-10/Riverside Avenue Interchange Reconstruction Project, which is anticipated to go out to bid in the Fall of 2008. CONSULTANT will provide construction management, materials testing, construction surveying, and landscape construction management for the project. A description of the project is given below.

INTERSTATE-10/RIVERSIDE AVENUE INTERCHANGE RECONSTRUCTION PROJECT

The I-10/Riverside Interchange Reconstruction project proposes to replace the existing bridge structure over I-10; make roadway improvements to Riverside Avenue; widen all four on and off ramps; construct cast-in-place concrete and MSE retaining walls along the on and off ramps; construct drainage improvements; extend the box culvert (Rialto Channel) underneath the freeway on the north end and replace a portion at the south end; and to construct auxiliary lanes at both off ramps. The new bridge will widen Riverside Avenue over I-10 from 5 to 9 lanes and will be a precast pre-stressed/post-tensioned I-girder bridge. The bridge components and retaining walls will have architectural treatments. The project is located in the City of Rialto.

Riverside Avenue over the freeway will be closed during bridge construction for a period of up to seven (7) months. The on and off ramps will remain open to traffic during the bridge closure period. Traffic will be detoured to the local street network comprising of Slover Ave between Riverside Ave and Cedar Ave; Cedar Ave between Slover Ave and Valley Blvd; Valley Blvd between Cedar Ave and Pepper Ave; Pepper Ave between Valley Blvd and Pepper Ave on-ramp to EB I-10; Rancho Ave between I-10 and Agua Mansa Road; and Agua Mansa Road between Rancho Ave and Riverside Ave. Several temporary improvements will be made along the detour streets including re-striping lanes at select locations, installation of traffic signals at two intersections, installation of K-rails at select locations, and traffic signal phase modifications. Total duration of Interchange Reconstruction will be approximately 20 months.

There will be a follow-on Landscaping Construction project that will be advertised for bid near the completion of the Interchange Reconstruction project. The design for landscaping is currently under development.

CONSULTANT shall provide qualified construction management and inspection, materials testing and construction surveying personnel to perform a wide variety of construction management, landscape construction management, and support and contract administration duties as outlined in this Scope of Services for the Project.

The SANBAG Contract Manager for this contract will be:

Mr. Garry Cohoe
Director of Freeway Construction

SANBAG has selected Fluor Corporation as Program Manager for the Measure I Valley Major Projects. As part of the overall SANBAG/Fluor Program Management staff, SANBAG has also designated a Construction Manager to coordinate all construction activities. The CONSULTANT shall report to and receive direction from SANBAG through the Contract Manager, or his designees. The SANBAG Construction Manager is responsible for coordination of all SANBAG construction

activities and for coordinating the efforts of the total construction team. The SANBAG Construction Manager will be the main contact and primary source of information between SANBAG, cities, outside agencies, supporting consultants and the public for the construction projects.

B. PERFORMANCE REQUIREMENTS

Construction Management: CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SANBAG. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. It is recommended that, in addition to a Project Manager, a single point of contact or Resident Engineer be assigned to direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. Resident Engineer shall be a Civil Engineer, registered in the State of California. The Resident Engineer shall be in responsible charge of construction activity within the Project. If the Resident Engineer is not also a registered Landscape Architect, a Landscape Architect shall be assigned as an Assistant Resident Engineer responsible for daily on-site inspections and decisions regarding highway planting and the irrigation systems that comprise a portion of the Project.

The number of CONSULTANT personnel assigned to the project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the project schedule, project requirements, and construction activities.

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. SANBAG and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SANBAG. If, in the opinion of SANBAG, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to SANBAG, SANBAG may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide approved, equally qualified replacement personnel until the assigned personnel returns to the Project.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Project Manager, with concurrence from SANBAG, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime required by CONSULTANT personnel shall be approved and authorized by SANBAG prior to each occurrence.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SANBAG, State, and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel shall assist SANBAG and local agencies in obtaining compliance with the safety and accident prevention provisions of the projects. Local agencies will retain jurisdictional control for traffic control.

All services required hereunder shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

Materials Testing: The number of field testing personnel assigned to the project will vary throughout the duration of the construction contract. CONSULTANT personnel will be assigned as needed by the Resident Engineer to meet the schedule of the construction contractor.

It is anticipated that at least one field technician will be required throughout the construction contract period. At times, additional technicians may be required to provide support for on-going construction activities. The duration of assignments could vary from a minimum of a few days to the full term of the project. CONSULTANT personnel will be available within one (1) day of written notification by SANBAG.

It is the intent of SANBAG to maintain a consistency of material testing quality throughout each phase of each project. CONSULTANT is therefore encouraged to provide, where ever and whenever possible, the same field personnel for the duration of construction of each project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the SANBAG Construction Manager.

Resumes of materials testing personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. If, at any time, the level of performance of any testing personnel is below expectations, SANBAG may release that field person and request that another be assigned as needed.

If a member of CONSULTANT's personnel is on a leave of absence, CONSULTANT's project manager will provide an equally qualified replacement employee until the original member returns to work. The replacement employee will meet all the requirements of a permanently assigned employee.

All personnel will be knowledgeable of, and comply with, all applicable local, Caltrans, Union Pacific Railroad and federal regulations; cooperate and consult with SANBAG and local agency officials during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the project plans and specifications. CONSULTANT's personnel will keep records and document the work as directed by the Resident Engineer.

CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel shall assist SANBAG and local agencies in obtaining compliance with the safety and accident prevention provisions of the projects. Local agencies will retain jurisdictional

control for traffic control.

All services required hereunder will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

Construction Surveying: CONSULTANT will furnish surveying crew(s) to perform construction surveys for the project. The number of survey crew(s) assigned to the project will vary throughout the duration of the construction contract. CONSULTANT personnel will be assigned as needed by the Resident Engineer to meet the schedule of the construction contractor.

It is the intent of SANBAG to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to a project be completely familiar with the survey requirements and the assignments for the project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the Resident Engineer.

Construction surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.

Resumes of CONSULTANT personnel and certification must be submitted to SANBAG for review. CONSULTANT personnel must be approved by SANBAG prior to assignment to a project. SANBAG and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by CONSULTANT personnel. If, at any time, the level of performance by CONSULTANT personnel is below expectations, SANBAG may release the survey crew member and request that another be assigned.

If CONSULTANT's survey crew personnel assigned to the project is on a leave of absence, the Project Manager will provide an equally qualified replacement(s) until the original employee(s) returns to work. The replacement will be required to meet all the requirements of the permanently assigned employee.

CONSULTANT personnel will:

- Be knowledgeable of, and comply with all, applicable local, Caltrans, state, and federal regulations.
- Cooperate and consult with SANBAG officials during the course of the contract.
- Perform duties as may be required to assure construction is performed in accordance with the project plans and specifications.
- Keep records and document work as directed by the Resident Engineer.

All services required hereunder will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

C. DUTIES AND RESPONSIBILITIES

It is noted and acknowledged that the Project will be executed under separate construction contracts, one for the Interchange Reconstruction and one for the Landscape Construction as described in the Project Description. Where the terms "Project" and "Contractor" are used herein, they shall apply to

both contracts and contractors.

1. Pre-construction Services

a. Plan Review

CONSULTANT shall review construction contract documents prior to construction. Tasks include review of plans, specifications, technical reports, resident engineer's pending files, and associated items in order to verify completeness and consistency throughout the Project. At minimum, CONSULTANT shall check for quantity discrepancies, potential conflicts, constructability, and consistency between plans, specifications and pay items.

b. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SANBAG, as appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.

c. Budget

CONSULTANT shall review the Project estimate and provide recommendations to SANBAG, as appropriate, to ensure efficient utilization of funds and control of project costs.

2. Bid Process

a. Bid Documents

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1. Review of bid documents
2. Preparation of bid tabulations

b. Pre-construction Meetings

CONSULTANT shall assist SANBAG in conducting one or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, the design engineer, County, cities, utility companies, and developers.

c. Contract Award

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1. Review of bid for completeness and responsiveness
2. Perform bid analysis

3. Development of contractor payment schedules, and other procedural items.
4. Checking Contractor references, licenses, insurance, and sureties.
5. Coordination with prospective Contractor for award of construction contract(s).

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and Local Assistance Procedure Manuals.

3. Project Administration

- a. CONSULTANT shall administer project construction contracts using Caltrans Construction Manual as a guideline.
- b. CONSULTANT shall conduct regular project coordination meetings with Contractor, SANBAG, local agencies, and design engineer, as appropriate.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.
- d. CONSULTANT shall establish and maintain Project records. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
- e. CONSULTANT shall establish and maintain a filing system for each Project using the Caltrans Construction Manual as a guideline.
- f. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.
- g. CONSULTANT shall prepare and submit a monthly Activity Summary Report for each project. The activity report shall include construction activity, accomplishments, and status of project budget and schedule.
- h. CONSULTANT shall review and ensure compliance with environmental requirements.
- i. CONSULTANT shall participate in partnering sessions with the Contractor, SANBAG, and Local Agencies, as required.
- j. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.

- k. CONSULTANT shall review Contractors' certified payroll records and assist SANBAG with labor compliance.
- l. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
- m. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).

4. Construction Coordination

- a. CONSULTANT shall provide a minimum of one qualified Senior Resident Engineer and other qualified Resident Engineers, as needed to effectively manage the Project.
- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SANBAG, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between design engineers, cities, and the public.
- c. CONSULTANT shall maintain regular contact with SANBAG's Construction Manager.
- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.
- e. CONSULTANT shall review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SANBAG. Should SANBAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.
- f. CONSULTANT shall provide all required monitoring, coordination, and tracking of construction progress to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
- g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the Construction Manager. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall provide a qualified SWPPP coordinator who shall review contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG. CONSULTANT shall cooperate with monitoring agency inspections and field reviews.
- i. CONSULTANT shall coordinate the implementation of any changes with the Construction Manager and the design engineer.
- j. CONSULTANT shall review and approve falsework and shoring plans.

- k. CONSULTANT shall review and approve Traffic Control Plans and forward to SANBAG to get City/County approval as necessary.
- l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Construction Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City, local agency, and railroad personnel are notified and present as required throughout the Project. CONSULTANT shall notify SANBAG immediately regarding any directives, recommendations, notices, etc. received from agencies other than SANBAG.
- b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
- c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.
- d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, and UPRR construction and safety standards. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be familiar with the construction requirements of Storm Water Pollution Prevention Program.
- e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
 - 1. Paving and subgrade inspection, structures and foundation inspection, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
 - 2. Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
 - 3. Subgrade inspection, hardscape inspection, trenching & irrigation inspection, quantity calculations, checking grade and alignment, sub-surface & finish surface drainage inspection, soil amendments and plant material identification & quality control, along with other duties that may be required to determine that construction of the Project is being performed in accordance with the contract

documents.

4. Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.
5. Arrange testing in accordance with Caltrans highway planting procedures.
6. Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
7. Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
8. Preparing construction sketches, drawings, and cross-sections, as necessary.
9. Assisting in the preparation of as-built plans.
10. Providing inspections for environmental compliance.
11. Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
12. Monitoring Contractors' compliance with applicable regulations required by AQMD.
13. Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the projects. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The Resident Engineer will assign survey work to the CONSULTANT by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

I. Construction Surveys

CONSULTANT shall assist the Resident Engineer in all phases of construction staking and calculations as needed.

- a. Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b. Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c. Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.
- d. Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
- e. Perform construction staking, including but not limited to:
 - Utility relocations
 - Clearing limits
 - Slope staking
 - Storm drain, sanitary sewer, and irrigation systems
 - Drainage structures
 - Curbs, gutters, and sidewalk
 - Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
 - Rough grade
 - Finish grade
- f. Monitor for settlement if required
- g. Global Positioning Satellite (GPS) equipment shall be made available if required by SANBAG

II. Grid Grades

Grid grade data shall provide pavement elevations at the station line, the left edge of pavement, the right edge of pavement, and the right edge of travel way at 25 foot intervals for travel lanes.

III. Open Ended Traverses and Profile Data Sheets

Separate open-ended traverse calculations and point maps shall depict plan data for station lines, utility lines, wall layout lines, and abutment/bent alignment. Specific information to be shown will be part numbers, coordinates, bearings, and curve data.

Profile data sheets are required for all profiles shown on the plans identifying vertical design elements such as grade, point of intersection (PI) location, beginning of vertical curve (BVC) location, end of vertical curve (EVC) location, and curve length.

IV. Three Line Profiles

Separate profile plots are required for the left edge of pavement, the right edge of pavement, and the edge of shoulder for all travel lanes.

V. Right of Way Lines

Existing right of way and easements will be established from Local Agency's record information and existing monumentation.

- Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.
- Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act.
- Perpetuate existing monumentation.
Includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.

- Right of Way Surveys
Includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way and easement fences.
- Final monumentation
Includes setting of centerline points of control upon completion of construction.

VI. Special Design – Data Surveys

Includes drainage, utility, and surveys required for special field studies.

VII. Control Survey

Includes project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. The CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.

VIII. Topographic Surveys

Topographic surveys will normally be compiled by ground survey methods only. CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

b. Materials Testing and Geotechnical Services

CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.

All field and laboratory testing is to be performed in accordance with California Test Methods.

CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Relations

SANBAG may retain a public relations firm to implement a public awareness program for the project. SANBAG shall coordinate public awareness for the project directly in conjunction with the local agencies. The SANBAG Public Information Officer (PIO) will manage all public awareness activities for these Projects. CONSULTANT shall cooperate with SANBAG's PIO and its public relations firm in the dissemination of appropriate Project information as appropriate. Should CONSULTANT Resident Engineer receive complaints from the public or other entities, he/she shall promptly notify SANBAG's PIO. CONSULTANT shall maintain a log of all complaints and inquiries. When appropriate, CONSULTANT shall direct the Contractor to remedy complaints in a timely manner.

d. Permits

CONSULTANT shall review the project for permit compliance and coordinate with SANBAG and the design engineer to ensure that necessary permits are obtained. CONSULTANT shall assist SANBAG in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

7. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

1. Contract pay item quantities and payments
2. Contract change orders
3. Supplemental work items

4. Agency furnished materials
 5. Contingency balance
 6. Project budget
 - b. CONSULTANT shall review and monitor Contractor's schedule and inform SANBAG of any significant changes or deviations in the schedule.
 - c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel. In cooperation with SANBAG, the staffing plan shall be periodically updated to reflect Project progress and needs.
8. Contract Change Orders and Claims
- a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.
 - b. CONSULTANT shall attempt to avoid all unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SANBAG prior to its preparation. Unless directed otherwise by SANBAG, the preferred method of payment for Contract Change Orders should be as follows
 1. Agreed Price
 2. Adjustment in compensation to a bid item
 3. Time and materials or Force Account
 - c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims, and implement claims avoidance processes.
 - d. CONSULTANT shall assist SANBAG, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SANBAG or the Project.
9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide monthly CONSULTANT status of safety reports.
- b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.
- c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.

- d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.
- c. CONSULTANT shall review and verify completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SANBAG, Local Agencies, Contractors, and design engineers.
- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- f. CONSULTANT shall prepare and deliver to SANBAG all project files.
- g. CONSULTANT shall assist SANBAG and Contractor in obtaining final release of all project permits.

D. DELIVERABLES

- 1. Inspector daily reports, extra work diaries, Landscape Architect, and Resident Engineers' daily diaries.
- 2. Monthly Project Activity Summary Reports.
- 3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
- 4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction projects.
- 5. Project Completion Report.
- 6. All project files, project reports, correspondence, memoranda, shop drawings, project logs, change order data, claims and claim reports, and Contractor payment records.
- 7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.
- 8. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be

recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all results will be kept.

9. Unless otherwise specified in the survey request, the deliverables shall conform to the following:

- a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
- b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
- c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SANBAG. A copy of all survey documents furnished by SANBAG shall be retained by CONSULTANT for future reference.

When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

- d. Deliverables to the Resident Engineer shall follow the format specified below:
 - Horizontal Control
 - Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions.
 - Vertical Control
 - Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
 - Topography
 - Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.

Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:

1. Conventional Cross – Sections (each cross – section):
For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.
2. Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):
Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.

- e. Data Collector Data
If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements

- f. Other

As specified in the survey request.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.
2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).
5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
 - a. An on-site mobile laboratory or laboratory in close proximity to the project will be required. The type and location of the lab should be such that it can meet the needs of the project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
 - b. CONSULTANT's personnel will be provided with radios, mobile phones, or other means to assure full-time communication. CONSULTANT vehicles will have flashing lights, visible from the rear, with a driver control switch. Vans without side windows will not be used. SANBAG furnished magnetic logos will be affixed to each side of the vehicle at all times the vehicle is being used for the work under this contract.

Each vehicle is to be fully contained with all necessary equipment and supplies necessary to perform the field sampling and tests required.
 - c. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.

- d. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.
6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:
 - a. Survey vehicles:

Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.
 - b. Data Processing Systems:

Data processing systems shall include hardware and software to:

 - Performing survey and staking calculations from the design plans and specifications;
 - Reduce survey data collected with conventional and total station survey systems;
 - Perform network adjustments for horizontal and vertical control surveys;
 - Format survey data to be compatible with the Caltrans computer survey and data system.
 - c. Drafting equipment and supplies.
 - d. Digital calculators.
 - e. Hand tools as appropriate for the requested survey work.
 - f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).
 - g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.
 - h. Leveling instruments and equipment:
 - Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less.
 - Suitable level rods for the work to be performed.
 - i. Distance measuring instruments and equipment:
 - Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
 - Prisms, sufficient to perform the required work.
 - Tapes; steel, cloth.

- j. Angle measuring instruments and equipment:
 - Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
 - Targets as required to perform the work.
- k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.
- l. Radio or cellular communications equipment for communication between field office and field crews.
- m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

F. MATERIALS TO BE FURNISHED BY SANBAG

- 1. SANBAG will provide copies of all Project construction documents including plans, special provisions, reports, designer prepared resident engineer files, and contracts.
- 2. SANBAG will provide copies of all previously secured permits and Project authorizations.
- 3. SANBAG will provide office space, telephones, desks, chairs, computers, and appropriate office equipment.
- 4. Appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".
- 5. Magnetic SANBAG logos to be affixed to CONSULTANT vehicles.

G. STANDARDS

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans Manuals including:

- 1. Construction Manual and its revisions
- 2. Bridge Construction Records and Procedures Manual
- 3. Quality Assurance Program Manual
- 4. Manual of Traffic Controls for Construction and Maintenance Work Zones
- 5. Caltrans Standard Specifications and Standard Plans
- 6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual

7. Manual of Test (3 volumes)
8. Survey Manual
9. District 8 Standard Staking Procedures Manual

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Resident Engineer and SANBAG will decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the SANBAG Construction Manager.

H. AVAILABILITY AND WORK HOURS

The typical workday includes all hours worked by SANBAG's construction Contractor. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SANBAG Construction Manager.

Unless otherwise directed by SANBAG, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SANBAG.

I. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by SANBAG.
3. Conduct or participate in tests or third party inspections; except as authorized in writing by SANBAG.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or

subcontractors.

5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

J. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for a specific project. In the development of the Project, SANBAG has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SANBAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. CONSULTANT shall take direction **only** from SANBAG and shall regularly inform **only** SANBAG of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SANBAG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SANBAG. All oral and written communication with outside agencies or consultants related to the project shall be directed only to SANBAG. Distribution of Project related communication and information shall be at the sole discretion of SANBAG representatives.

K. CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this contract, the following also will apply.

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.
2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.
3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways and railroads.
4. All safety equipment will be provided by CONSULTANT.

L. BASIS FOR SURVEY AND MONUMENT STAKING

SANBAG will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. SANBAG will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to be the designated control monuments and the values.

Monuments established by CONSULTANT shall be marked by CONSULTANT with furnished disks, plugs, tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT'S surveyor who is in "responsible charge" of the work.

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by SANBAG. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the project shall have the following minimum qualifications:

1. Project Manager

Minimum qualifications shall be as follows:

- a. Six (6) years project management experience on similar construction projects.
- b. Accessible to SANBAG at all times during normal working hours.
- c. A thorough understanding of Caltrans construction practices and procedures.

The Project Manager will assume the following functional responsibilities:

- a. Review, monitor, train, and provide general direction for CONSULTANT personnel.
- b. Assign personnel to projects on an as-needed basis.
- c. Administer personal leave.
- d. Prepare monthly reports for delivery to SANBAG.

2. Resident Engineer

Minimum qualifications shall be as follows:

- a. Eight (8) years resident engineer experience on similar construction projects.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction

work in progress, and solve field problems.

- d. Accessible to SANBAG at all times including weekends and holidays.
- e. Thorough understanding of Caltrans field methods, practices, and construction office procedures.

The Resident Engineer will assume the following functional responsibilities:

- a. Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
- b. Assign field personnel to specific project tasks.
- c. Monitor and track Contractor progress.
- d. Prepare daily, weekly and monthly reports as required.
- e. Coordinate utility relocations with appropriate agencies and the utility inspector.
- f. Act as prime field contact between various project Contractors and SANBAG's Construction Manager.

3. Landscape Architect

Minimum qualifications shall be as follows:

- a. Eight (8) years landscape architecture experience on similar highway landscaping projects of which a significant portion shall be during the field construction.
- b. Licensed Landscape Architect in the State of California.
- c. Ability to use typical calculations for hydraulics analysis, piping mechanics, and strengths of materials as it relates to irrigation systems.
- d. Ability to use typical computer programs for word processing and spreadsheets.
- e. Accessible to SANBAG at all times including weekends and holidays.
- f. Knowledge of all local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) and the National Pollutant Discharge Elimination System (NPDES) as they relate to Highway landscaping projects.
- g. A thorough understanding of Caltrans Erosion Control & Highway Planting standards.
- h. Thorough understanding of Caltrans field methods, practices, and construction office procedures as they pertain to responsibilities of a Resident Engineer.

The Landscape Architect will assume the following functional responsibilities:

- a. Monitor and provide daily direction to CONSULTANT landscape architecture and inspection personnel.
- b. Assign field personnel to specific project tasks.
- c. Monitor and track Contractor progress.
- d. Prepare daily, weekly and monthly reports as required.
- e. Coordinate efforts of SANBAG construction support consultants.
- f. Coordinate utility service requirements with appropriate agencies.

4. Assistant Resident Engineer

Minimum qualifications shall be as follows:

- a. Four (4) years experience on similar construction projects.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. Thorough understanding of Caltrans field methods, practices, and construction office procedures.

The Assistant Resident Engineer shall act under the direction of the Resident Engineer and will assume the following functional responsibilities:

- a. Monitor and provide daily direction to CONSULTANT inspection personnel.
- b. Assign field personnel to specific project tasks.
- c. Monitor and track Contractor progress.
- d. Prepare daily, weekly and monthly reports as required.
- e. Coordinate utility relocations with appropriate agencies.

5. Lead Field Inspector

Minimum qualifications shall be as follows:

- a. Six years (6) construction inspection experience in public works or similar projects or a four-year degree in the field of civil engineering, transportation and four years of similar construction experience.

- b. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Ability to direct the efforts of subordinate inspectors.
- e. Understanding of Caltrans field and construction office procedures.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Lead Field Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
- b. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- d. Maintain accurate and timely project records. Perform quantity calculations for progress pay estimates.
- e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- f. Provide input for the redesign of facilities to fit existing field conditions.
- g. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

6. Lead Field Inspector (Landscape)

Minimum qualifications shall be as follows:

- a. Eight (8) years of construction inspection experience as related to Caltrans or major highway landscaping projects, or a four-year degree in landscape architecture or civil engineering and a combination of at least four years of similar construction inspection, including irrigation systems.
- b. Knowledge of Caltrans Erosion Control & Highway Planting standards and construction practices, physical characteristics and properties of landscaping construction materials, and approved methods and equipment used in making physical tests of landscape materials.

- c. Knowledge of hydraulics analysis, piping mechanics, and strengths of materials.
- d. Knowledge of all local regulatory requirements pertaining to Storm Water Pollution Prevention Plan (SWPPP) as they relate to Highway Planting & Erosion Control.
- e. Knowledge of common local plant diseases and pests together with the respective methods and procedures used in control and eradication.
- f. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.
- g. Ability to direct the efforts of subordinate inspectors.
- h. Understanding of Caltrans field and construction office procedures.
- i. Ability to use a calculator and typical computer programs for word processing and spreadsheets.
- j. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Lead Field Inspector (Landscape) will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of highway planting & irrigation construction. Including commissioning of electrical irrigation controllers and other types of automatic water coverage and monitoring systems.
- b. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- c. Coordinate field testing and sampling of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- d. Maintain accurate and timely project records. Perform quantity calculations for progress pay estimates.
- e. Perform analytical calculations such as basic earthwork, contour grading, surface drainage profiles, irrigation pressure distribution/losses and special staking procedures.
- f. Provide input for the redesign of facilities to fit existing field conditions.
- g. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

7. Field Inspector

Minimum qualifications shall be as follows:

- a. Two years construction inspection experience in public works or similar projects or a

four-year degree in the field of civil transportation engineering.

- b. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.
- c. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
- d. Understanding of Caltrans construction methods and practices.
- e. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Field Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.
- b. Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- d. Perform quantity calculations for progress pay estimates and maintain Project records.
- e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- f. Provide input for the redesign of facilities to fit existing field conditions.
- g. Perform labor compliance interviews of the Contractors' personnel.

8. Structural Representative or Lead Structural Inspector

Minimum qualifications shall be as follows:

- a. Six (6) years of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Knowledge of stress analysis, structural mechanics, and strength of materials.
- d. Knowledge of Caltrans construction practices and the physical characteristics and properties of various bridge construction materials including concrete.

- e. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, cast-in-place and MSE walls construction, falsework, and shoring.
- f. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.
- g. Ability to direct the efforts of subordinate inspectors.
- h. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- i. Thorough understanding of Caltrans field methods, practices, and construction office procedures.

The Structural Representative shall assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
- b. Make grade, alignment, quantity, falsework, and shoring calculations.
- c. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- d. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
- e. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
- f. Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
- g. Direct subordinate inspectors.

9. Structural Inspector

Minimum qualifications shall be as follows:

- a. A minimum of two (2) years of bridge design or structural construction inspection as related to Caltrans or major public works projects or a four-year degree in civil or structural engineering.
- b. Knowledge of stress analysis, structural mechanics, and strength of materials.
- c. Knowledge of construction practices and the physical characteristics and properties

of various highway bridge construction materials including concrete.

- d. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, retaining wall construction, falsework, and shoring.
- e. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Structural Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.
- b. Make grade, alignment, quantity, falsework, and shoring calculations.
- c. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- d. Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

10. Office Engineer

Minimum Qualifications shall be as follows:

- a. Two years (2) office engineering on similar construction projects.
- b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.
- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.

The Office Engineer will assume the following functional responsibilities:

- a. Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
- b. Prepare and process contract change orders.

- c. Monitor construction budget and schedule.
- d. Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
- e. Perform routine calculations and checking of quantities.
- f. Coordinate all office activities and functions with SANBAG representatives.

11. Materials Testing Project Manager

- a. Four years project management experience on a similar highway/bridge construction project.
- b. Licensed civil engineer in the State of California.
- c. Ability to use typical computer programs including word processing and spreadsheets.

The materials testing project manager will assume the following functional responsibilities:

- a. Review, monitor, train, and provide general direction for CONSULTANT's laboratory and field personnel.
- b. Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
- c. Administer personal leave, subject to approval of the Resident Engineer.
- d. Prepare monthly reports for delivery to the Resident Engineer.
- e. Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.

Material testing personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved (and possess a current certificate of proficiency (Form MR-0111) in accordance with Quality Assurance Program Manual (Section 3-5). Independent certification of Caltrans test procedures may be performed at the discretion of the SANBAG Construction Manager.

12. Materials Technicians

CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel will have a minimum of two years experience in conducting material sampling and testing of the type required for the projects involved and will possess the following additional capabilities:

- a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.
- b. Be familiar with construction practices and be fully aware of construction activities at the project site.
- c. Have knowledge of and comply with safety and health regulations and requirements applicable to the project.

Specific qualifications for technicians are as follows:

CONSTRUCTION TECHNICIAN I

Performs a variety of semi-skilled activities.

Examples of duties assigned to this classification are:

- Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.
- Sampling and transporting produced construction materials from point of application or production to testing laboratory.

Knowledge and Skills Required

- Knowledge of tools, equipment and vehicles utilized in construction.
- Knowledge of standard equipment and materials used for the sampling and testing of construction material.
- Knowledge of basic mathematics used in the computation of a variety of construction items.
- Knowledge of record keeping, preparing of documents and reports.

TECHNICIAN II

Performs a variety of skilled activities

Examples of duties assigned to this classification are:

- Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
- Collect and analyze soil samples of construction materials to determine compaction and moisture content.
- Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
- Confers with construction engineers and contractors regarding construction in progress and is conformance to specifications and construction plans.
- Answers questions and resolves problems.
- Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
- Keeps daily diary of work progress.

- Prepares reports on all field inspections and submits project quantities on a daily basis.
- Keeps accurate documentation for force accounts and possible claims.

Knowledge and Skill Required:

- All knowledge and skills required of lower classification.
- Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
- Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

TECHNICIAN III

Exercise considerable independent judgment within general Caltrans standards and guidelines.

Examples of duties assigned to this classification are:

- Inspect project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
- Perform a variety of structural material tests and inspections.
- Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.
- Participates in the preparation of completed work estimates, to calculate compensation due contractor.
- Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
- Supervises all work activities involved in construction projects, laboratory, and quality control work.
- Recommends approval of proposed project changes.

Knowledge and Skills Required:

- All knowledge and skills required of lower classifications.
- Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.
- Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
- Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
- Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

13. Construction Surveying Project Manager

Minimum qualifications for the position of Project Manager shall be as follows:

- Four (4) years project management experience on similar construction projects.

- Licensed Surveyor or pre-January 1, 1982, Registered Professional Engineer in the State of California.
- Accessible to the Resident Engineer and SANBAG at all times during normal working hours as specified in this Scope of Services.

Under the direction of the Resident Engineer, the project manager will be responsible for:

- Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
- Assign personnel to projects on an as-needed basis.
- Administer personal leave, subject to approval of the Resident Engineer.
- Prepare monthly reports for delivery to the Resident Engineer.

14. Field Party Chiefs

- Minimum qualifications for the position of Party Chief shall meet at least one of the following licensing requirements:
 1. A licensed Land Surveyor in the State of California.
 2. A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
 3. An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982, Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).
- Two (2) years survey experience on similar construction projects.
- Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
- Ability to make effective decisions concerning field problems and work in progress.
- Familiarity with typical coordinate geometry computer programs.
- Familiarity with safety requirements for surveying near traffic.

The Party Chiefs will assume the following responsibilities:

- Perform construction staking services for project construction.
- Administer day to day activities for the survey party.
- Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
- Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

15. Survey Crews

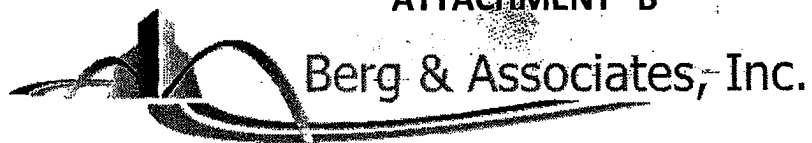
Minimum qualifications for survey crew members shall be as follows:

- One (1) year survey experience on similar construction projects.
- Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
- Ability to assist Party Chiefs and office personnel in all required surveying work.
- One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.

Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:

- Perform basic calculations to support construction staking.
- Maintain continuous communication with Party Chiefs and office personnel.

ATTACHMENT "B"



July 23, 2008

Mr. Abunnasr Husain
Project Manager
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

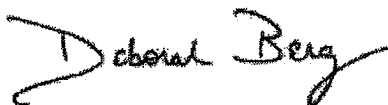
Subject: Cost Proposal, Revised July 23, 2008
Construction Support Services
Interstate-10 / Riverside Avenue Interchange Project
Contract C08165

Dear Mr. Husain:

Please find attached revised cost proposal for construction management services for the Interstate-10/Riverside Avenue Interchange Project, per review comments by SANBAG.

We thank you for this opportunity to serve SANBAG and look forward to working with you.

Sincerely,



Deborah Berg
Chief Executive Officer

Attachments: BergCM Cost Proposal (PDF)



Berg & Associates Inc.

Your Bridge to a Better Project

Cost Proposal Interstate-10 / Riverside Avenue Interchange Project Contract C08165

Pre-Construction		Hours	Rate	Cost
CM Personnel		8-08 thru 12-08		
Proj. Manager	Tom	48	169.40	\$8,131.20
R.E. - SR	Dave	510	163.49	\$83,379.90
Ofc Engr	Carlos	295	106.21	\$31,331.95
Ld Rdwy Insp	Mahesh	0		\$0.00
Ld Struct Insp	Rodrigo	0		\$0.00
Peak Period Inspector		0		\$0.00
Elect. Insp	Dominic	0		\$0.00
Subtotal Pre-Construction				\$122,843.05
Construction		1-09 thru 6-09		
Proj. Manager	Tom	48	169.40	\$8,131.20
R.E. - SR	Dave	1000	163.49	\$163,490.00
Ofc Engr	Carlos	1000	106.21	\$106,210.00
Ld Rdwy Insp	Mahesh	1000	114.60	\$114,600.00
Ld Struct Insp	Rodrigo	1000	123.54	\$123,540.00
Peak Period Inspector		340	108.90	\$37,026.00
Elect. Insp	Dominic	510	114.35	\$58,318.50
		7-09 thru 6-10		
Proj. Manager	Tom	144	177.87	\$25,613.28
R.E. - SR	Dave	2000	171.66	\$343,320.00
Ofc Engr	Carlos	2000	111.52	\$223,040.00
Ld Rdwy Insp	Mahesh	2000	120.33	\$240,660.00
Ld Struct Insp	Rodrigo	2000	129.72	\$259,440.00
Peak Period Inspector		950	114.35	\$108,632.50
Elect. Insp	Dominic	680	120.06	\$81,640.80
		7-10 thru 8-10		
Proj. Manager	Tom	16	186.76	\$2,988.16
R.E. - SR	Dave	340	180.25	\$61,285.00
Ofc Engr	Carlos	340	117.10	\$39,814.00
Ld Rdwy Insp	Mahesh	340	126.35	\$42,959.00
Ld Struct Insp	Rodrigo	255	136.21	\$34,733.55
Peak Period Inspector		0	120.06	\$0.00
Elect. Insp	Dominic	340	126.07	\$42,863.80
Subtotal Construction				\$2,118,305.79
Post Construction		9-10 thru 10-10		
Proj. Manager	Tom	32	186.76	\$5,976.32
R.E. - SR	Dave	340	180.25	\$61,285.00
Ofc Engr	Carlos	340	117.10	\$39,814.00
Ld Rdwy Insp	Mahesh	170	126.35	\$21,479.50
Ld Struct Insp	Rodrigo	0	136.21	\$0.00
Peak Period Inspector		0	120.06	\$0.00
Elect. Insp	Dominic	0	126.07	\$0.00
Subtotal Post Construction				\$128,554.82
Landscape Establishment		11-10 thru 6-11		
RE		64	180.25	\$11,536.00
		7-11 thru 8-11		
RE		16	180.25	\$2,884.00
Total CM Labor Costs				\$2,384,123.66



Berg & Associates Inc.

Your Bridge to a Better Project

Cost Proposal (Continued) Interstate-10 / Riverside Avenue Interchange Project Contract C08165

Other Direct Costs	Quantity	Duration	Rate	Cost
Vehicle Costs	18,118	hours	\$7.50	\$135,885.00
Cell Costs	18,118	hours	\$0.50	\$9,059.00
Cameras	3		\$150.00	\$450.00
Computer Equipment	3		Estimated	\$7,200.00
Consumables		24 mos	\$275.00	\$6,600.00
Telephone		18 mos	\$250.00	\$4,500.00
Copy Rental		18 mos	\$270.00	\$4,860.00
Computer Services		18 mos	\$200.00	\$3,600.00
Janitor		18 mos	\$140.00	\$2,520.00
Total ODCs				\$174,674.00
Subconsultant Services	See Subconsultant Scope and Rates.			Cost
Material Testing				\$379,120.00
Survey				\$397,186.00
Landscape				\$85,613.04
Scheduling/Claims				\$62,000.00
Total Subconsultant Services				\$923,919.04
Total Proposed Costs				\$3,482,716.70

Assumptions:

1. Scope and Schedule shall be per SANBAG's RFP.
2. No overtime, weekend work, night work or other special schedules or expertise have been included.
3. Upon start of construction, designated staff shall work a continuous schedule.
Delays or inclement weather shall not be considered downtime for CM.
4. Additional contract time may result in additional CM time and/or hourly charges.
5. Office space, utilities and security to be provided by others.



Berg & Associates Inc.

Your Bridge to a Better Project

Schedule of Rates

Effective July 1, 2008 through June 30, 2011

	Base Rate	Overhead	Fee	Billing Rate	Base Rate	Billing Rate	Base Rate	Billing Rate
	thru June 30, 2009				thru June 30, 2010		thru June 30, 2011	
Project Manager	70.00	2.20	1.10	169.40	73.50	177.87	77.18	186.76
Resident Engineer/ Struc Rep	67.56	2.20	1.10	163.49	70.93	171.66	74.48	180.25
Office Engineer	43.89	2.20	1.10	106.21	46.08	111.52	48.39	117.10
Lead Roadway Inspector	47.36	2.20	1.10	114.60	49.72	120.33	52.21	126.35
Lead Structural Inspector	51.05	2.20	1.10	123.54	53.60	129.72	56.28	136.21
Electrical Inspector	47.25	2.20	1.10	114.35	49.61	120.06	52.09	126.07
Peak Inspector	45.00	2.20	1.10	108.90	47.25	114.35	49.61	120.06

Notes

1. Billing Rates include OH @ 120%, Fee @ 10%, and 5% COLA effective July 1st annually.
2. Overtime, holiday, and weekend work premiums applied to hourly classifications per prevailing wage determinations.
3. Rates are based upon continuous uninterrupted approved work schedule from start of construction. Once construction begins no time lapse or non-work days due to rain or delays.

Other Direct Costs

Vehicle monthly \$1,275 or \$7.50 per hour
Cell Phone monthly \$75 or \$.75 per hour
Consumables billed at cost with no markup.

302 West 5th Street, Suite 210 • San Pedro, CA 90731 • Phone (310) 548-9292 • Fax (310) 548-9195

112 S. Euclid Ave, Suite 210 • Ontario, CA 91762 • (909) 215-2698

Minute Action

AGENDA ITEM: 8

Date: August 14 , 2008

Subject: Amendment No. 4 to SANBAG Contract No. 02-019 with LSA Associates, Inc for On-Call Environmental Services for SR-210, Segments 10 & 11.

Recommendation:*

1. Approve Amendment No. 4 to Contract No. 02-019 with LSA Associates, Inc. increasing the contract amount by \$100,000 to fully fund the remaining SR-210 scope of work items and provide professional services associated with the preliminary investigation of environmental mitigation properties for future SANBAG projects.
2. Approve Budget Amendment to the Fiscal Year 2008/2009 budget increasing revenues and expenditures in the amount of \$100,000.

Background: **This action is an amendment to a current consultant services contract.** In September 2001, following a competitive selection process, the SANBAG Board of Directors approved a professional services agreement with LSA Associates to provide on-call environmental services for the SR 210 Segments 10 & 11. The scope of work for the original agreement was to provide on-call, or task order, assistance as needed in securing all required streambed permits, providing support for obtaining all environmental clearances for the State Street storm drain which outlets

*

Approved
Major Projects Committee

Date: August 14, 2008

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

into Lytle Creek, performing environmental mitigation services during construction including all required species and rare plant surveys, providing environmental clearances as may be required to address design changes that occurred after the Record of Decision (ROD), and such assistance with environmental services as may be required for segments 8 and 9 (managed by Caltrans). This work has been completed with the exception of ongoing On-Call support.

The scope of work for Amendment No. 1 addressed conditions in the United States Fish and Wildlife Service (USFWS) final Biological Opinion requesting SANBAG and Caltrans to make a concerted effort to trap the San Bernardino Kangaroo Rat (SBKR) inhabiting the SR 210 project area around Lytle Creek and relocate them to adjacent habitat. This work has been completed.

The scope of work for Amendment No. 2 addressed the final two projects of the SR 210 Freeway construction which include the high-speed freeway connectors, improvements to 27th Street and other local street improvements (collectively known as "Contract 3") and the addition of on and off ramps on SR 210 at Pepper Avenue in Rialto. These improvements have not been environmentally cleared by the Federal Highway Administration (FHWA) thus requiring preparation of two Environmental Reevaluations (ER). The "Contract 3" ER is completed and approved and the Pepper Avenue ramps, following investigation appear to not require an ER.

The scope of work for Amendment No. 3 responded to requirements of both the USFWS and the California Department of Fish and Game to trap and relocate SBKR in area where the State Street Storm Drain is being constructed where the storm drain outlets into Lytle Creek. The primary element of this amendment addressed a requirement to "restore" SBKR habitat in the area impacted by construction of the State Street Storm Drain and channel. There were also several smaller tasks including paleontological resources monitoring and a nesting bird survey. The biological aspect of this work was completed and the habitat restoration is ongoing and is scheduled to be complete in October 2011.

The scope of work for this Amendment No. 4 includes environmental permitting for SR 210 "Contract 3", preliminary investigation of environmental mitigation property associated with future SANBAG projects and various On-Call work items including but not limited to;

Native American remains monitoring in around Lytle Creek, hazardous materials investigations around Pepper Avenue, additional biological surveys, modifications to mitigation monitoring plans and a myriad of other needed work tasks.

It should be noted that at the August 2008 Major Projects Committee Meeting, SANBAG Staff is presenting a recommendation to release a Request for Qualification (RFQ) for "On-Call" Environmental services.

Financial Impact: This action is not consistent with the FY 08/09 budget and will require a budget amendment of \$100,000.

Reviewed By: This item will be reviewed by the Major Projects Committee on August 14, 2008. SANBAG Counsel has reviewed and approved this agreement as to form. Finance has reviewed and approved the Contract Summary Sheet.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. 02-019-04

by and between

San Bernardino Governments

and

LSA Associates, Inc

for

On Call Environmental Services for SR-210, Segments 10 & 11

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ 350,000 Contingency Amount: \$ _____		Previous Amendments Total: \$ 458,000 Previous Amendments Contingency Total: \$ _____ Current Amendment: \$ <u>100,000</u> Current Amendment Contingency: \$ _____		
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →				\$ 908,000
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
824	5553	Meas. I Vally Maj. Proj.	_____	\$ 100,000
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>9/5/01</u> Contract Start: <u>9/5/01</u> Contract End: <u>9/5/09</u>				
New Amend. Approval (Board) Date: <u>9/3/08</u> Amend. Start: <u>9/3/08</u> Amend. End: <u>9/5/09</u>				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>08/09</u> \$ <u>100,000</u>		Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
Is this consistent with the adopted budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If yes, which Task includes budget authority? _____				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: <u>Garry Cohoe</u>			Contract Manager: <u>Arlis Childs</u>	

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

AMENDMENT NO. 4

AGREEMENT BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS/
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

LSA Associates, Inc.

FOR

On Call Environmental Services for SR-210 (SR-30) Segments 10 & 11

This AMENDMENT No. 4 to SANBAG CONTRACT NO. 02-019 entered into this 3rd day of September 2008, by the firm LSA Associates, Inc. (hereafter called CONSULTANT) and San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called SANBAG):

WITNESSETH:

WHEREAS, SANBAG, under Contract No. 02-019, engaged the services of CONSULTANT to provide on call environmental services for the SR-210 (SR-30), Segments 10 & 11; and

WHEREAS, due to ongoing SANBAG needs, the parties desire to amend the aforesaid contract to increase the total compensation to CONSULTANT.

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 02-019 as follows:

1. Under Article 3, Contract Price and Cost Principles, subdivision 3.2 shall be amended to read as follows:

3.2. The total cost shall not exceed \$908,000.

Except as amended by this amendment, all other provisions of Contract No. 02-019 shall remain in full force and effect.

Authorizing signatures are on the following page:

IN WITNESS THEREOF, the authorized parties have below signed

LSA Associates, Inc.

By: _____
Rob McCann
President

Date: _____

San Bernardino Associated Governments

By: _____
Gary C. Ovitt, President
SANBAG Board of Directors

Date: _____

Approved as to Form:

By: _____
Jean-Rene Basle
SANBAG Counsel

Minute Action

AGENDA ITEM: 9

Date: August 14, 2008

Subject: Amendment No. 1 to Cooperative Agreement (Contract C07085) for Construction of Ramona Avenue/UPRR Grade Separation Project in the City of Montclair

Recommendation:* Approve Amendment No. 1 to Cooperative Agreement (Contract C07085) between SANBAG and the City of Montclair for Construction of Ramona Avenue/UPRR Grade Separation Project

Background: **This is an amendment to an existing Cooperative Agreement (Contract C07085).** On December 6, 2006, the Board approved the subject Cooperative Agreement (C07085) between SANBAG and the City of Montclair where SANBAG agreed to manage the construction phase of the Ramona Avenue/UPRR Grade Separation project which includes advertise, award, and administer (AAA) the construction contract and procure construction management services to facilitate construction of the project. The City agreed to reimburse SANBAG for all cost associated with the project with the exception of SANBAG staff.

On March 7, 2007, the Board awarded Contract No. C07088 to Caltrans for construction management services for the subject project.

*

Approved
Major Projects Committee

Date: August 14, 2008

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

On July 2, 2008, the Board awarded Contract No. C08004 to Riverside Construction Company, Inc. for construction of the subject project.

The City of Montclair and SANBAG mutually agreed to amend Cooperative Agreement (C07085) to update the City's construction phase financial obligation pursuant to the contracts awarded for the construction of the subject project, to update the funding sources and their respective amounts, and to extend the duration of the agreement. In addition, the cooperative agreement language was modified to explicitly indicate the City is 100% financially responsible for Contracts C07088 and C08004, including 100% of any additional amounts approved by SANBAG for the construction management consultant and the construction contractor for costs and services provided to the subject project.

Financial Impact: This item is consistent with the 2008/2009 SANBAG Budget. The funding source is the City of Montclair (Grant ID O717). TN 872E7085

Reviewed By: This item will be reviewed by the Major Projects Committee on August 14, 2008. Counsel has reviewed and approved this Amendment as to form. Finance has reviewed and approved the Contract Summary Sheet.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C07085-01
by and between
San Bernardino County Transportation Authority
and
City of Montclair
for the

Construction of Ramona Avenue/UPRR Grade Separation Project

FOR ACCOUNTING PURPOSES ONLY

<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable	Vendor Contract # <u>TBD</u> Vendor ID <u>Mont Ci</u>	Retention: <input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment
--	--	--	--

Notes:

Original Contract: \$ <u>16,571,000</u>	Previous Amendments Total: \$ <u>0</u>
	Previous Amendments Contingency Total: \$ <u>0</u>
Contingency Amount: \$ <u>0</u>	Current Amendment: \$ <u>(4,807,137.31)</u>
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL →

\$ 11,763,862.69

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>872E7085</u>	<u>5554</u>	<u>City of Montclair</u>	<u>O717</u>	<u>\$ 11,763,862.69</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>12/6/06</u>	Contract Start: <u>12/6/06</u>	Contract End: <u>6/30/09</u>
New Amend. Approval (Board) Date: <u>9/3/08</u>	Amend. Start: <u>9/3/08</u>	Amend. End: <u>6/30/10</u>

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>08/09</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>763,862.69</u>
	\$ <u>11,000,000</u>		

Is this consistent with the adopted budget? ☒ Yes ☐ No
 If yes, which Task includes budget authority? 87209000
 If no, has the budget amendment been submitted? ☐ Yes ☐ No

CONTRACT MANAGEMENT

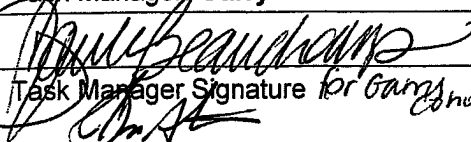
Please mark an "X" next to all that apply:

☐ Intergovernmental
 ☐ Private
 ☐ Non-Local
 ☒ Local
 ☐ Partly Local

Disadvantaged Business Enterprise: ☒ No ☐ Yes ____ %

Task Manager: **Garry Cohoe**

Contract Manager: **Gilbert Betancourt**


 Task Manager Signature for Garry Cohoe Date 8/14/08


 Contract Manager Signature Date 8/14/08

Chief Financial Officer Signature Date

AMENDMENT NO. 1
COOPERATIVE AGREEMENT (CONTRACT NO. C07085-01)
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
THE CITY OF MONTCLAIR
FOR
THE CONSTRUCTION OF RAMONA AVENUE/UPRR GRADE SEPARATION PROJECT

This AMENDMENT No. 1 to Contract No. C07085 is entered into on the ____ day of _____ 2008, by and between San Bernardino County Transportation Authority, hereinafter referred to as "AUTHORITY", and the City of Montclair, hereinafter referred to as "CITY", and sometimes collectively hereinafter referred to as "PARTIES".

WITNESSETH

WHEREAS, AUTHORITY and the CITY, under Contract C07085, agreed to their respective tasks, roles, and responsibilities as defined in said contract for the construction of the Ramona Avenue/UPRR Grade Separation project, hereinafter referred to as "PROJECT"; and,

WHEREAS, the PARTIES desire to amend the aforesaid contract to update the CITY's construction phase financial obligation pursuant to the contracts awarded for the construction of the PROJECT, to update the funding sources and their respective amounts, and to extend the duration of the aforesaid contract;

NOW THEREFORE, the PARTIES hereto do mutually agree to amend Contract No. C07085 as follows:

1. Delete the language contained in Paragraph 20 and replace it with the following:
Except for the indemnification provisions contained in Paragraph 18 and Paragraph 19, this Agreement will be considered terminated upon either the completion of the PROJECT or June 30, 2010, whichever is later.
2. Delete the language contained in Paragraph 12 and replace it with the following:
AUTHORITY awarded the construction management consultant contract for the PROJECT to CALTROP in the amount of \$2,215,854.69 (C07088) and the construction contract for the PROJECT to Riverside Construction in the amount of \$9,548,008.00 (C08004). The CITY is financially responsible for 100% of these amounts (\$11,763,862.69) and 100% of any additional amounts approved by AUTHORITY for the construction management consultant and the construction contractor for costs and services provided to the PROJECT.

CITY shall reimburse AUTHORITY on a monthly basis for the invoiced amounts due to the construction management consultant and the construction contractor. CITY agrees to pay AUTHORITY's invoice within 30 days of receipt of invoice.

3. Delete the language in Paragraph 14 and replace it with the following:
The CITY shall fund the construction management (C07088) and construction (C08004) contracts by utilizing the funding sources and their respective amounts identified in the attached Finance Letter, dated July 1, 2008 (Attachment "A"). The CITY will obligate all funds for the construction phase of the PROJECT.
4. Except as amended by this amendment, all other provisions of Contract No. C07085 remain in full force and effect.

IN WITNESS THEREOF, the authorized PARTIES have below signed:

CITY OF MONTCLAIR

By: _____
Lee C. McDougal
City Manager

Date: _____

Attest: _____
Donna Jackson
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Diane Robbins
City Attorney

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Gary C. Ovitt
President, Board of Directors

Date: _____

Attest: _____
Vicki Watson
Board Secretary

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

Date: _____

FINANCE LETTER

DEPARTMENT OF TRANSPORTATION
DIVISION OF ACCOUNTING
LOCAL PROGRAM ACCOUNTING BRANCH

ATTN: Grace Kane

Work on State Highway (Y or N): N If yes, provide following:

Administered by State or Local? N/A

Project Manager Name: N/A

Accounting Program Code(s): N/A

Coop or Contribution Agreement No.: N/A

Date: 7/1/2008
Agency: City of Montclair
Fed Project No.: CML-5326 (086)
EA No.: 08 - 52628L
FPNO.:
Bridge No.:

TOTAL COST OF WORK	FEDERAL PARTICIPATING COST	FEDERAL FUNDS(I) *PNRS(LY40)	OTHER		OTHER FUNDS UPRR	OTHER FUNDS
			FUND PUC	FUND TCRP		
PRELIMINARY ENGINEERING						
Agency Preliminary Engineering						
State Furnished Preliminary Engineering						
Overhead at ----- %						
RIGHT OF WAY (R/W)						
Purchase Costs						
Relocation Assistance /Utility						
CONSTRUCTION						
Contract Items \$5,680,000.00						
Utilities						
Supplemental Work						
Contingencies \$868,000.00						
Trainees						
Agency/State Furn. Mat.						
Contract Total: \$5,548,008.00						
CONSTRUCTION ENGINEERING						
Agency Construction Engineering						
State Furnished Construction Engineering						
Overhead at ----- %						
State Furnished Materials Testing						
Overhead at ----- %, Subjob -----						
Striping by Agency						
Force Account Work by Agency						
TOTALS: \$11,898,008.00 \$11,898,008.00 \$6,331,468.00 \$2,400,000.00 \$2,350,000.00 \$816,540.00						
Certification						
I certify that this Finance Letter accurately reflects the current cost estimate for all phases of the project obligated but not fully expended.						
Printed Name: Fred Alamo						
Telephone No.: (909) 595 - 3760						
E-mail: FredA@LAEBioHatch.com						
Signature: <i>[Signature]</i>						
Title: Michael C. Hudson, City Engineer						
Project location: Ramona Avenue at State Street						
Remarks: Railroad Crossing/Grade Separation, 2006 RTIP #200018, Amendment 6, Other funds: TCRP funds (TCRPF01-5326(088) - EA 08-412434L), UPRR, PUC						

Distribution: (1) Original + 4 copies-Caltrans DLAE
(2) Copy-Local Agency Project File

Minute Action

AGENDA ITEM: 10

Date: August 14, 2008

Subject: Amendment No. 1 to Contract C08135 with URS Corporation DBA, URS Corporation Americas for the Valley Blvd/BNSF Grade Separation Project

Recommendation:* 1. Approve Amendment No. 1 to Contract C08135 with URS Corporation DBA, URS Corporation Americas increasing the contract total amount from \$681,137.82 to \$800,342.07.

2. Approve budget increase for fiscal year 2008/2009 to Task 87309000 for the Valley Blvd/BNSF Grade Separation project in the amount of \$120,000.

Background: **This is an amendment to an existing contract.** On June 4, 2008, the Board approved the subject contract with URS Corporation DBA, URS Corporation Americas for Project Approval and Environmental Documentation (PA&ED) services for the Valley Blvd/BNSF Grade Separation project. The Valley Blvd/BNSF Grade Separation project is a Trade Corridors Improvement Funds (TCIF) project, and by California Transportation Commission (CTC) action on April 10, 2008, the project is eligible to receive up to \$7,658,000 of TCI funds for construction.

*

Approved
Major Projects Committee

Date: August 14, 2008

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

mpc0808g-gb.docx

Attachments:

C08135-01.doc

C08135-01 sos.doc

C08135-01 Attachment A.pdf

87309000

Following Board approval of the subject contract in June 2008, the CTC, as the administrative agency responsible for adopting TCIF guidelines, mandated that all TCIF projects enter into a Project Baseline agreement. The purpose of the Project Baseline Agreement is to document the project cost, schedule, scope and benefits of the project and shall be executed by and between the CTC, Caltrans, and the Sponsoring Agency of the project.

As a result of this mandate, it became necessary to prepare a Project Study Report (PSR) for inclusion with the Project Baseline Agreement. The PSR shall substantiate the project cost, schedule, scope and benefits of the project. If a PSR is not prepared for inclusion with the Project Baseline Agreement, the project risks the loss of TCIF funds pursuant to the TCIF guidelines adopted November 2007, which states the CTC may delete a project for which no Project Baseline Agreement is executed. A Project Baseline Agreement without a PSR may be deemed unexecuteable.

Therefore to maintain TCIF eligibility, staff recommends the approval of the subject amendment to amend the scope of services of contract C08135 to include the preparation of a Project Study Report or equivalent as detailed in the Amendment Scope of Services. The cost negotiated for this amendment is consistent with the necessary services to prepare a Project Study Report.

Financial Impact:

1. Amendment No. 1 to Contract C08135: Increase the Board authorized, contract amount from \$681,137.82 to \$800,342.07, an increase of \$119,204.25 (TN 873E8135). The funds for this amendment are contingent on the approval of the subsequent fiscal budget increase. The funding sources are Measure I MVP and the City of Colton.
2. This recommendation is not consistent with the fiscal year 2008/2009 budget. The budget for fiscal year 2008/2009 Task 87309000 will be increased by \$120,000.

Reviewed By:

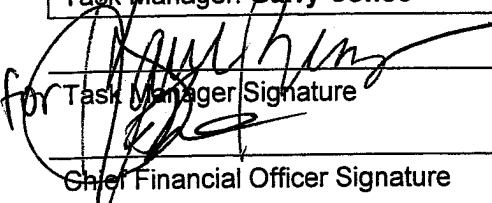
This item will be reviewed by the Major Projects Committee on August 14, 2008. Counsel has reviewed and approved this Amendment as to form. Finance has reviewed and approved the Contract Summary Sheet.

Responsible Staff:

Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C08135-01
by and between
San Bernardino County Transportation Authority
and
URS Corporation DBA, URS Corporation Americas
for
Project Approval and Environmental Documentation Services

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>TBD</u> Vendor ID <u>URSC</u>	Retention: <input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>619,216.20</u> Contingency Amount: \$ <u>61,921.62</u>	Previous Amendments Total: \$ <u>0</u> Previous Amendments Contingency Total: \$ <u>0</u> Current Amendment: \$ <u>108,367.50</u> Current Amendment Contingency: \$ <u>10,836.75</u> Contingency Amount requires specific authorization by Task Manager prior to release.			
Contract TOTAL →				\$ <u>800,342.07</u>
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>873E8135</u>	<u>5554</u>	<u>Measure I</u>	<u>1300</u>	\$ <u>95,840.22</u>
<u>873E8135</u>	<u>5554</u>	<u>City of Colton</u>	<u>08161</u>	\$ <u>23,364.03</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>6/4/08</u> Contract Start: <u>6/4/08</u> Contract End: <u>6/3/09</u> New Amend. Approval (Board) Date: <u>9/3/08</u> Amend. Start: <u>9/3/08</u> Amend. End: <u>6/3/09</u>				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>08/09</u> \$ <u>119,204.25</u>		Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>0</u>
Is this consistent with the adopted budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, which Task includes budget authority? If no, has the budget amendment been submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input checked="" type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes ____ %				
Task Manager: <u>Garry Cohoe</u>			Contract Manager: <u>Gilbert Betancourt</u>	

for 
 Task Manager Signature
 Chief Financial Officer Signature

8/5/08
 Date
8/11/08
 Date


 Contract Manager Signature
 Date

AMENDMENT NO. 1
CONTRACT NO. C08135
AGREEMENT BETWEEN
**SAN BERNARDINO ASSOCIATED GOVERNMENTS/
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**
AND
URS Corporation DBA, URS Corporation Americas

This AMENDMENT No. 1 to SANBAG Contract No. C08135 entered into this 3rd day of September, 2008, by the firm of URS Corporation DBA, URS Corporation Americas, hereafter referred to as CONSULTANT, and the San Bernardino Associated Governments/San Bernardino County Transportation Authority, hereafter referred to as AUTHORITY, collectively hereafter referred to as PARTIES:

WITNESSETH

WHEREAS, SANBAG under Contract C08135 has engaged the services of CONSULTANT to provide Project Approval and Environmental Documentation Services for the Valley Boulevard/Burlington Northern Santa Fe Grade Separation Project in the City of Colton, hereafter referred to as the PROJECT; and,

WHEREAS, the PARTIES desire to amend the aforesaid contract to revise the scope of work, and increase the not-to-exceed amount.

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. C08135 as follows:

1. The contract scope of services is hereby amended to include the work described in Attachment "A" of this Amendment which is hereby incorporated into the Agreement.
2. The not-to-exceed cost of Contract No. C08135 shall be increased by \$108,367.50 for a not-to-exceed total contract amount of \$727,583.70. The costs shall include all work performed by subconsultants, and all overhead costs, other direct costs, and fee for CONSULTANT and subconsultants, as detailed in Attachment "A".
3. Except as amended by this amendment, all other provisions of Contract No. C08135 shall remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

URS Corporation DBA, URS Corporation Americas

**SAN BERNARDINO
ASSOCIATED GOVERNMENTS/
SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____

By: _____
Gary C. Ovitt, President
SANBAG Board of Directors

Date: _____

Date: _____

Attest: _____
Vicki Watson
Board Secretary

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

Date: _____

AMENDMENT NO. 1

ATTACHMENT "A"

Scope of Services

For

Preparation of Project Study Report (PSR)

For the

Valley Boulevard/BNSF Grade Separation Project

In the

City of Colton, California

TABLE OF CONTENTS

Task 1	Define Transportation Problem/Site Assessment
Task 2	Develop Initial Alternatives
Task 3	Analyze Alternatives
Task 4	Preliminary Environmental Evaluation
Task 5	Prepare and Approve PSR
Task 6	Meetings and Coordination
Task 7	BNSF Corridor Delivery Plan

TABLE 1 – MILESTONE SCHEDULE

SCOPE OF SERVICES

Task 1 Define Transportation Problem/Site Assessment

CONSULTANT will compile existing and previously documented information for the proposed project for inclusion into the PSR. URS will then coordinate with SANBAG, the City, and BNSF to develop a Need and Purpose statement. Acceptability of the Need and Purpose statement will be formally documented.

Task 2 Develop Initial Alternatives

CONSULTANT will develop strategies to meet the project Need and Purpose. We will solicit input from SANBAG, the City, BNSF, and other stakeholders. The initial effort will focus on developing plan view geometric alternatives that address planned improvements. In addition to meeting operational and capacity requirements, consideration will be given to accelerating the schedule, meeting the required design standards, meeting driver expectations, enhancing land use, minimizing cost, construction staging, drainage impacts, right-of-way and utility impacts, and environmental impacts.

Input solicited from the above agencies will be utilized to refine alternatives. Viable alternatives will be confirmed and documented to be carried forward for further analysis.

Task 3 Analyze Alternatives

CONSULTANT will utilize the information and data collected in conjunction with the input solicited from various agencies to analyze the alternatives developed based on the project Need and Purpose identified. The results of this alternatives analysis will be documented as part of the project study report.

Task 4 Preliminary Environmental Evaluation

It is assumed that this project is eligible for a Statutory Exemption (SE) status and as such, CONSULTANT will tailor the preliminary environmental evaluation discussions of the PSR towards this effort and document this within the appropriate section of the PSR document.

Task 5 Prepare and Approve PSR

CONSULTANT will prepare a draft PSR similar to that of Caltrans format. Appropriate studies discussed previously will be attached. The draft PSR will be submitted to SANBAG, the City, and BNSF for review and comments. CONSULTANT will then address comments from the

draft PSR review and incorporate appropriate comments into the document. CONSULTANT will submit the revised PSR with the summarized comments and response form. After verification of responses being acceptable, one final copy of the PSR will be circulated for signature.

Task 6 Meetings and Coordination

CONSULTANT will meet with SANBAG, the City, and BNSF at the onset of this PSR preparation to review the scope of work, project requirements, and confirm the agreed upon schedule and review process. CONSULTANT will also meet with SANBAG, the City, and BNSF to present the results of the PSR and the alternatives evaluation. CONSULTANT will conduct all coordination necessary with various parties involved to effectively carry forward the preparation and approval of the PSR document.

Task 7 BNSF Corridor Delivery Plan

CONSULTANT will meet with SANBAG, the City, and BNSF to review the schedule of deliverables and materials needed for the Baseline Agreement as part of the BNSF Corridor Delivery Plan. The materials envisioned to be prepared as part of this effort will consist of Valley Boulevard Project Data Sheet, an overall project schedule consisting of various phases of the design development, concept alternative alignments, and preliminary construction cost estimates for each viable alternative considered. CONSULTANT will meet with BNSF, SANBAG, and the City to present these concept alternative alignments and their respective construction costs, as well as the overall project schedule. CONSULTANT will coordinate with SANBAG and BNSF to obtain estimated costs of railroad force account including flagging costs and track and signal cost. The results of materials and data prepared as part of this task will be reflected on the Draft and Final PSR, as appropriate.

MILESTONE SCHEDULE

MILESTONE	WEEKS after NTP by SANBAG
Milestone 0: Notice to Proceed (NTP) to CONSULTANT	0
Milestone 1: Conceptual Layouts (alternatives alignment)	2
Milestone 2: Draft Corridor Delivery Plan Data Sheet	4
Milestone 3: Draft PSR Equivalent	6
Milestone 4: Final Corridor Delivery Plan & Final PSR Equivalent	10 1/2

Milestones may only be changed by written agreement.



**SANBAG - VALLEY BLVD G/S
COST PROPOSAL**



AMENDMENT NO. 1 - PREPARATION OF PSR AND BNSF CORRIDOR DELIVERY PLAN

Project Name: Valley Blvd / BNSF Grade Separation Project
Consultant: URS Corporation

Date: 7/29/2008

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Project Manager (PM)			50 @	\$ 101.00	\$ 5,050.00
Senior Project Engineer (SPE)		70 - 76	220 @	\$ 73.00	\$ 16,060.00
Senior Env Planner (SEP)		60 - 66	8 @	\$ 63.00	\$ 504.00
Project Eng/Sr Scientist (PE/SS)		40 - 48	186 @	\$ 44.00	\$ 8,184.00
Env Planner/Scientist (EP/S)		30 - 38	0 @	\$ 34.00	\$ -
Design Engineer (DE)		25 - 31	126 @	\$ 28.00	\$ 3,528.00
Senior CADD/Technician (SCAD)		22 - 30	20 @	\$ 26.00	\$ 520.00
CADD Technician (CAD)		18 - 26	162 @	\$ 22.00	\$ 3,564.00
Clerical (CLR)		16 - 24	18 @	\$ 20.00	\$ 360.00
			@	\$ -	\$ -
			@	\$ -	\$ -

Subtotal Direct Labor Costs \$ 37,770.00

Anticipated Salary Increases (5%) \$ -

Total Direct Labor Costs (DLC) \$ 37,770.00

**FRINGE BENEFITS
AND INDIRECT COSTS**

Rate	Total
150 %	\$ 56,655.00

Total Fringe Benefits (FB) \$ 56,655.00

FEE (PROFIT)

Rate	Total
10 %	\$ 9,442.50

Fee (DLC+FB+IC) \$ 9,442.50

OTHER DIRECT COSTS

1. Reproduction	\$ 2,200.00
2. Plotting	\$ 600.00
3. Transportation/Travel	\$ 1,200.00
4. Postage / Shipping / Phone / Fax	\$ 200.00
5. Misc	\$ 300.00

Total Other Direct Costs \$ 4,500.00

SUBCONTRACTOR COSTS

Psomas	
Tatsumi & Partners	
Arellano & Associates	
	\$ -

TOTAL COST \$ 108,367.50

SANBAG - VALLEY BLVD G/S
COST PROPOSAL - MAN HOURS WORKSHEET
AMENDMENT NO. 1 - PREPARATION OF PSR AND BNSF CORRIDOR DELIVERY PLAN



Project Name: Valley Blvd / BNSF Grade Separation Project										Date: 7/29/2008	
Consultant: URS Corporation										20	
Task No.	Task Description	PM	SPE	SEP	PE/SS	EP/S	DE	SCAD	CAD	CLR	Total Hours
Project Study Report											
Task	Develop Project Study Report										
1	Define Transp. Problem / Site Assessment	4	18		12					2	36
2	Develop Initial Alternatives	4	60		44		50		90	2	250
3	Analyze Alternatives	4	32		24		24				84
4	Preliminary Environmental Evaluation		6	8							14
5	Prepare and Approve PSR	16	40		80		40	20	40	10	246
6	Meetings and Coordination	16	24		8					4	52
7	BNSF Corridor Delivery Plan	6	40		18		12		32		108
Total URS Hours		50	220	8	186	0	126	20	162	18	790

Minute Action

AGENDA ITEM: 11

Date: August 14, 2008

Subject: Future SANBAG Major Freeway and Interchange Project environmental habitat mitigation.

Recommendation:* Receive update on the negotiations to acquire 199 acres of Alluvial Fan Scrub property (San Bernardino Kangaroo Rat habitat) in the vicinity of Lytle Creek.

Background: As part of required environmental mitigation, SANBAG is required to acquire mitigation lands to compensate for various biological impacts due to project construction activities. Previous acquisitions have included the Etiwanda Preserve, an acquisition that was used to offset habitat loss due to Route 210 construction.

An initial review of proposed Measure I 2010-2040 projects has determined that as much as 200 acres of San Bernardino Kangaroo Rat habitat may be impacted and will require mitigation. The acquisition of environmental mitigation property prior to obtaining project specific resource agency permits would greatly enhance the timely delivery of the new Measure projects. Resource agencies, such as United States Fish and Wildlife (USFWS), have shown a preference of having large contiguous parcels of mitigation land established for impacts of many projects versus small noncontiguous parcels serving individual projects. Additionally, costs related to the acquisition of mitigation properties rises as the availability of mitigation bank lands diminish and suitable habitat for entitlement becomes more difficult to obtain. Mitigation bank properties that were once \$35,000 to \$50,000 per acre are now over \$120,000, and since new mitigation

*

Approved
Major Projects Committee

Date: August 14, 2008

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

banks are not currently in the process of being entitled, the per acre credit cost will likely continue to escalate.

In early 2007, SANBAG was contacted by a representative of a partnership that owns land which potentially could satisfy future SANBAG mitigation obligations. Therefore, SANBAG has an opportunity to purchase a large parcel of potential mitigation land that the USFWS may accept in protecting as habitat. The property in discussion is 199 acres of potential prime habitat located north of Highland Avenue along the western bank of Lytle Creek, abutting the existing Cajon Creek mitigation bank. The potential benefits to SANBAG associated with the acquisition of the property include; a lower per acre cost for mitigation property, a hedge against future price increases, a favorable mitigation offset ratio as may be required by resource agencies and the potential to sell excess property at a price higher than acquisition cost.

At the October 2007 meeting, the Board authorized staff to commence discussions on purchasing the property. Since receiving this authorization, staff has had continued discussions with the property owners' representative, has met with the USFWS on the process that needs to be undertaken to protect the interest of all parties and biological surveys have been completed on the property. The following is a summary of the actions that have occurred.

- The biological surveys have substantiated the high quality of the habitat.
- A GIS map showing the Measure I 2010-2040 projects have been supplied to USFWS so they can determine the species that may be impacted.
- USFWS staff and SANBAG's environmental consultant have visited the project areas to make an initial assessment of the value of the habitat.
- SANBAG staff has met with USFWS staff to reach a determination on the best process to obtain habitat entitlements on the subject property.
- A letter documenting SANBAG's interest in acquiring the subject property was sent to the property owners' representative.

A meeting with the property owners' representative and USFWS has been arranged to further define the steps that need to be accomplished to obtain mitigation entitlement for the subject property. As part of obtaining the entitlement and prior to purchasing the property, SANBAG and USFWS need to agree on the number of acres of mitigation land required to offset an acre of habitat impacted by projects. USFWS is open to having an understanding on the mitigation ratio as part of the negotiations.

The subject property looks promising as mitigation habitat and all parties are interested in making the entitlement a success. SANBAG Staff will provide a further update once the steps to obtain the entitlement have been established and a

schedule has been developed that includes when SANBAG will need to make a financial commitment.

Financial Impact: This item has no impact on the adopted budget.

Reviewed By: This item will be reviewed by the Major Projects Committee on August 14, 2008.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

Minute Action

AGENDA ITEM: 12

Date: August 14, 2008

Subject: Overview and update on the I-10 and Tippecanoe/Anderson Avenue Interchange project.

Recommendation:* Receive project overview and update on I-10 and Tippecanoe/Anderson Avenue Interchange project.

Background: In August 2003 the SANBAG board authorized contract 04-016 for Project Approval/Environmental Document (PA/ED) services. Subsequent to contract authorization the Project Development Team (PDT) in conjunction with FHWA, Caltrans and project stakeholders committed to a unique project execution approach. This unique approach was to pursue a single design concept in the PA/ED from over twenty studied concepts. The single concept approach was taken with the anticipation of gaining project execution efficiencies. The benefits of this approach may well be realized in final design as the geometry for the project will have been approved by Caltrans at this early stage (PA/ED). The preliminary layout of the proposed interchange reconfiguration and the status of the project will be presented at the meeting.

Financial Impact: There is no financial impact associated with this item.

Reviewed By: This will be presented at the Major Projects Committee on August 14, 2008.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

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Approved
Major Projects Committee

Date: August 14, 2008

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Minute Action

AGENDA ITEM: 13

Date: August 14, 2008

Subject: Project Advancement Agreement Repayment

Recommendation:* Adopt the following policies regarding the repayment of Measure I 2010-2040 Project Advancement Agreements for the Valley Interchange and Major Street Programs and for the Mountain/Desert Major Local Highway Programs:

1. **Overall Approach:** Use the reimbursement approach contained in all previously executed project advancement agreements (PAAs), i.e. pay reimbursements to all eligible advanced projects up to 40 percent of the revenues allocated to the program categories from which the projects will be funded.
2. **Commitment of Available Revenues:**
Valley Programs - Commit the full 40% of available revenues for each program to the reimbursement of Project Advancement Agreements on an annual basis, to provide additional certainty to jurisdictions regarding reimbursement timelines. The SANBAG Board, at its discretion, may increase the 40% apportionment level to a higher percentage specific to each program if the time between expenditure and reimbursement has become greater than six years or if the other project needs for the fiscal year are less than the remaining 60% of the pertinent program.
Mountain/Desert Subarea – The commitment percentage is to be determined through a recommendation from the subarea committees, review and approval of the Mountain/Desert Committee, and approval of the SANBAG Board.

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*Approved
Major Projects Committee*

Date: August 14, 2008

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

3. **Order of reimbursement:** The order of reimbursement will be based on date of expenditure. Specifically, the dates of consultant and contractor invoices reflecting actual project expenditures will be used to represent the date of expenditure. Expenditures incurred prior to April 5, 2006 (the date when the model agreement for the Project Advancement Program was adopted by the SANBAG Board of Directors) will not be reimbursed.
4. **Execution of New Project Advancement Agreements:** Allow for execution of new PAAs through January 31, 2009, with expenditures to be reimbursed using the same criteria as existing PAAs. Reimbursement for invoices dated prior to April 2010 (the initiation date of Measure I 2010-2040) and not covered under a PAA cannot be guaranteed. Projects not under PAAs and incurring expenses from April 2010 onward will be reimbursed under policies being developed through the Strategic Plan for the respective programs.
5. **Quarterly Reimbursements:** Reimbursements by SANBAG for eligible expenditures will be provided on a quarterly basis. The first reimbursements will occur in approximately July 2010, following the quarterly reconciliation of sales tax dollars by the State.
6. **Project Cost to be Reimbursed:**
Valley Programs - For the Valley Interchange and Major Street Programs, SANBAG will pay up to the Measure I share of Nexus Study project cost or Measure I share of the actual cost, whichever is less. The Measure I share means the portion being contributed from Measure I 2010-2040 Valley Interchange or Major Street Program funds. For new PAAs (i.e. those executed after adoption of the policies in this agenda item), the Nexus Study project cost will be the cost included in the version of the Nexus Study in force at the time the first project expenditures were incurred or at the time of the execution of the agreement, whichever is earlier. This will provide cost equity with those projects already covered under existing PAAs.
Mountain/Desert Subareas - For the Mountain/Desert subareas, SANBAG will pay the Major Local Highway Program portion of the project cost (i.e. the Measure I share) negotiated on a project-by-project basis resulting from a recommendation from the subarea committees, review and approval of the Mountain/Desert Committee, and approval of the SANBAG Board.
7. **Submission of Invoices:** Jurisdictions must submit to SANBAG any reimbursable consultant and contractor invoices, or other verifiable record documenting the magnitude and date of expenditures on the project.
8. **Payment of Invoices by Date of Expenditure:** SANBAG staff will arrange the PAA invoices in order of expenditure (including invoices for projects still in progress), separately for each program and will draw a line at the point where cumulative expenditures (of the Measure I share of the cost) exceed the

Board-established apportionment cap for each program for the given quarter. The Measure I share of the cost (i.e. the proportion of the cost being funded by the pertinent Measure I program) for all projects above the line will be reimbursed. All project expenditures below the line will wait for reimbursement until the following quarter. This process of quarterly payments will continue until all PAAs are fully repaid.

9. **Inclusion in Equitable Share Calculations:** For the Valley Major Street Program, reimbursement of PAAs will be included in the equitable share calculations maintained by SANBAG to ensure geographic equity over the life of the Measure.

Background:

Following the passage of Measure I 2010-2040 in November 2004, several member agencies indicated an interest in advancing shelf-ready or near-shelf-ready freeway interchange, overcrossing, or arterial projects consistent with the new Expenditure Plan. After several months of consideration, a strategy to advance SANBAG Nexus Study interchange, arterial, and grade separation projects to construction prior to 2010 was approved by the SANBAG Board in December 2005, with the model interagency Project Advancement Agreement approved by the Board in April 2006.

At the time the Board of Directors approved the Project Advancement Agreement program, it was agreed that reimbursement would be pursuant to a schedule to be determined through the Measure I 2010-2040 Strategic Plan development process. Development of a repayment schedule would significantly affect the options available to SANBAG in terms of "frontloading" another program (as Metrolink was frontloaded in the current Measure I) or bonding against future Measure I revenue. Because it was recognized that a decision to proceed with an advancement program with a pre-determined reimbursement schedule could foreclose Strategic Plan options otherwise available to the Board of Directors, the Board approved the Project Advancement Agreement program and the model interagency Project Advancement Agreement without a specific repayment timeframe. However, several stipulations related to repayment were included in the model agreement approved by the Board and in each agreement subsequently signed by SANBAG and local jurisdictions. Section III.4 of each agreement states:

"Once reimbursement is initiated in accordance with a schedule determined through the Measure I 2010-2040 Strategic Plan, total reimbursements to all eligible advanced projects shall not exceed 40 percent of the revenues allocated

to the program categories from which the projects will be funded. Reimbursement shall be provided in proportion to the share of total reimbursable cost represented by each project. Reimbursement in full for eligible costs shall be completed no later than receipt of final revenues generated by Measure I 2010-2040."

Since April 2006, the Board of Directors has approved advancement agreements for three interchanges totaling \$29 million, fifteen arterials totaling \$56 million, and one grade separation totaling \$14 million. SANBAG staff has estimated that repayment of existing advancement agreements at the maximum 40 percent level could require 5 years for the Measure I Valley Interchange Program and 6 years for the Major Street Program once the revenues for Measure I 2010-2040 begin flowing in April 2010. One advancement agreement has been executed to date in the Mountain/Desert subareas – the I-15/Ranchero Road interchange in the City of Hesperia.

The proposed approach addresses the concept of proportionality contained in the existing project advancement agreements, and opens the door for additional advancement agreements for construction of Nexus Study projects in a way that treats both existing and new agreements fairly. The basic philosophy is that the projects that incur expenditures earlier should be reimbursed earlier, so as to minimize the amount of time between the expenditure and reimbursement. The policies recommended to implement this approach are restated below, followed by a brief discussion of the background behind each.

- 1. Overall Approach:** Use the reimbursement approach contained in all previously executed project advancement agreements, i.e. pay reimbursements to all eligible advanced projects up to 40 percent of the revenues allocated to the program categories from which the projects will be funded.

Discussion: The 19 project advancement agreements already executed contain the repayment provisions quoted above. These agreements represent contracts between SANBAG and local jurisdictions that can be amended only by the mutual agreement of both parties. Using the proposed approach allows the existing agreements to be respected while implementing a set of procedures for repayment that is equitable to all jurisdictions with PAAs and provides a greater degree of certainty about repayment than previously existed. There is no need to amend existing agreements under this approach.

2. Commitment of Available Revenues:

Valley Programs - Commit the full 40% of available revenues for each program to the reimbursement of Project Advancement Agreements on an annual basis, to provide additional certainty to jurisdictions regarding reimbursement timelines. The SANBAG Board, at its discretion, may increase the 40% apportionment level to a higher percentage specific to each program if the time between expenditure and reimbursement has become greater than six years or if the other project needs for the fiscal year are less than the remaining 60% of the pertinent program.

Mountain/Desert Subareas – Commitment percentage is to be determined through a recommendation from the subarea committees, review and approval of the Mountain/Desert Committee, and approval of the SANBAG Board.

Discussion: One of the concerns of the jurisdictions with advancement agreements has been that there is little certainty as to when they could be reimbursed for expenditures incurred by constructing their projects early. One of the principal reasons for implementing the project advancement program was that constructing projects at an early date was beneficial both to the jurisdiction and to the Measure. One of the commitments of the jurisdictions signing up for this program was that they would be repaid in un-inflated dollars, regardless of when the reimbursement occurred. As indicated earlier, the existing advancement agreements in the Valley may not be fully repaid until 2016 even if the commitment is made to allocate the allowable 40% of program revenues. Extending the payment date even farther into the future by allocating less than the 40% of program revenues could be viewed as unfairly taking advantage of the jurisdictions that executed the PAAs. Therefore staff believes it is appropriate for the Board to make a commitment to repay the PAAs in the Valley at the 40% level of Interchange and Major Street program revenues. This would create an additional level of certainty as to when these jurisdictions may be reimbursed. In the Mountain/Desert subareas, the commitment percentage would be determined through the process of committee deliberations stated above.

3. Order of reimbursement: The order of reimbursement will be based on date of expenditure. Specifically, the dates of consultant and contractor invoices reflecting actual project expenditures will be used to represent the date of expenditure. Expenditures incurred prior to April 5, 2006 (the date when the model agreement for the Project Advancement Program was adopted by the SANBAG Board of Directors) will not be reimbursed.

Discussion: The proposed approach uses the date of consultant and contractor invoices as the mechanism for setting priorities for repayment of PAAs. This

is believed to be the most equitable way to balance the obligations among all the advancement agreements, as it minimizes the time between when each expenditure was incurred and when it will be reimbursed. Discussion of this approach at a workshop with staff from the jurisdictions on July 30, 2008 indicated that the date of Board approval of the model project advancement agreement (April 5, 2006) represented an appropriate time prior to which expenditures would not be eligible for reimbursement.

4. **Execution of New Project Advancement Agreements:** Allow for execution of new PAAs through January 31, 2009, with expenditures to be reimbursed using the same criteria as existing PAAs. Reimbursement for invoices dated prior to April 2010 (the initiation date of Measure I 2010-2040) and not covered under a PAA cannot be guaranteed. Projects not under PAAs and incurring expenses from April 2010 onward will be reimbursed under policies being developed through the Strategic Plan for the respective programs.

Discussion: SANBAG staff is aware that some jurisdictions have constructed, or are constructing, projects on their Nexus Study project list and would like to execute PAAs that will allow for those expenses to be reimbursed. In February 2008 the Board approved the expansion of eligibility for new PAAs regardless of construction schedule. However, it was determined at the April 2008 Major Projects Committee that the execution of new PAAs in the Valley should await the broader policy discussion in the context of the Measure I 2010-2040 Strategic Plan. Thus, there has been a de facto moratorium on the execution of new PAAs until such discussion occurs. Staff recommends that execution of new PAAs be allowed until the end of January 2009. This will allow staff to go into the budgeting process for FY 2009/2010 with an understanding of the potential obligations to PAA repayment. It will also allow a clearly defined end to additional financial obligations under the project advancement program. Because some jurisdictions may want to construct other projects in advance of the availability of Measure I dollars being available for reimbursement, staff is expecting the need for a program similar to the PAA process to allow for this to occur. Caltrans has an "advance construction" process that is similar to what is contemplated here, and a transition to an advance construction procedure could be anticipated. This would insure that jurisdictions have the ability to recover other expenditures that are incurred prior to April 2010 but that may not be covered under the project advancement program. However, jurisdictions would be encouraged to execute PAAs for any Nexus Study projects for which they anticipate expenditures prior to April 2010. The advance construction process is expected to be discussed over the next several

months as the Valley Interchange and Major Street Program policies are further developed.

5. **Quarterly Reimbursements:** Reimbursements by SANBAG for eligible expenditures will be provided on a quarterly basis. The first reimbursements will occur in approximately July 2010, following the quarterly reconciliation of sales tax dollars by the State.

Discussion: Both quarterly and annual payments of PAA invoices were evaluated. Quarterly reimbursements for PAAs are recommended because it minimizes the time required to receive payment (as opposed to end-of-year payments) and is administratively more manageable than a shorter timeframe. The annual apportionment to PAA repayment approved by the Board will be split into quarterly estimates as the basis for defining the availability of funds for reimbursement for the quarter.

6. **Project Cost to be Reimbursed:**

Valley Programs - For the Valley Interchange and Major Street Programs, SANBAG will pay up to the Measure I share of Nexus Study project cost or Measure I share of the actual cost, whichever is less. The Measure I share means the portion being contributed from Measure I 2010-2040 Valley Interchange or Major Street Program funds. For new PAAs (i.e. those executed after adoption of the policies in this agenda item), the Nexus Study project cost will be the cost included in the version of the Nexus Study in force at the time the first project expenditures were incurred or at the time of the execution of the agreement, whichever is earlier. This will provide cost equity with those projects already covered under existing PAAs.

Mountain/Desert Subareas - For the Mountain/Desert subareas, SANBAG will pay the Major Local Highway Program portion of the project cost (i.e. the Measure I share) negotiated on a project-by-project basis resulting from a recommendation from the subarea committees, review and approval of the Mountain/Desert Committee, and approval of the SANBAG Board.

Discussion: The definition of the cost to be reimbursed is consistent with existing PAAs. Because new PAAs could include projects that have already been constructed as well as projects that have not yet been started, it is important to execute new PAAs in a manner that does not disadvantage holders of existing PAAs. This can be done by using the same Nexus Study cost basis as was used by those jurisdictions that have already executed PAAs. If, for example, projects covered under new PAAs began to incur expenses in September 2006, the cost basis would be the Nexus Study approved by the SANBAG Board in October 2005. The latest Nexus Study update costs

would not be used. This creates parity between projects that were incurring expenses within the same general timeframe, regardless of when the PAA was executed. The basis of costs for Mountain/Desert PAAs must be handled differently, through the process of identifying project priorities and financial commitments in which the Mountain/Desert jurisdictions are currently engaged. In this case, the financial commitments will likely be based on project lists being developed by each subarea committee and the schedules associated with those projects.

7. **Submission of Invoices:** Jurisdictions must submit to SANBAG any reimbursable consultant and contractor invoices, or other verifiable record documenting the magnitude and date of expenditures on the project.

Discussion: All existing PAAs require jurisdictions to maintain documentation on expenditures incurred so that proper project reimbursement can be maintained. In some cases, this may mean that records need to be retained for 8 years or more. SANBAG will notify jurisdictions when the submission of invoices may commence, and SANBAG will maintain a database of invoices received. It should be remembered that it is the date of the original consultant/contractor invoice that is the controlling date, not the date of submission of the invoice to SANBAG. If a jurisdiction no longer has the consultant/contractor invoices available, alternate proof may be acceptable on a case-by-case basis, but each case will need to be reviewed individually for assurance that the claimed expenditures are eligible.

8. **Payment of Invoices by Date of Expenditure:** SANBAG staff will arrange the PAA invoices in order of expenditure (including invoices for projects still in progress), separately for each program and will draw a line at the point where cumulative expenditures (of the Measure I share of the cost) exceed the Board-established apportionment cap for each program for the given quarter. The Measure I share of the cost (i.e. the proportion of the cost being funded by the pertinent program - Valley Interchange Program, Valley Major Street Program, or Mountain/Desert Major Local Highways Program) for all projects above the line will be reimbursed. All project expenditures below the line will wait for reimbursement until the following quarter. This process of quarterly payments will continue until all PAAs are fully repaid.

Discussion: SANBAG will maintain a database of local jurisdiction invoices for each program and will sort the invoices chronologically by program. The cumulative total of the public share of project costs will be calculated, and this will be compared to the apportionment amount available for the quarter. All invoices that can be accommodated within the quarterly apportionment will

then be reimbursed. The invoice database can be shared with jurisdictions, and an approximation can be made as to when reimbursements for invoices may occur in subsequent quarters.

9. **Inclusion in Equitable Share Calculations:** For the Valley Major Street Program, reimbursement of PAAs will be included in the equitable share calculations maintained by SANBAG to ensure geographic equity over the life of the Measure.

Discussion: The policy framework for the Valley Major Street Program is still under discussion. However, it is clear that the distribution of funds on a geographically equitable basis is a key principle regardless of which approach is ultimately adopted. To provide assurance of an equitable distribution based on Nexus Study Measure I share of costs, SANBAG staff will need to maintain running calculations of expenditures incurred as related to equitable shares per jurisdiction, with caps in place to insure that sufficient funds will be available for those jurisdictions constructing more of their projects later in the Measure. This recommendation acknowledges that staff will be including expenditures under the project advancement program in the equitable share calculations, with adjustments for the time-value of money.

Financial Impact: This item has no impact on the approved Fiscal Year 2008-2009 Budget TN 61009000.

Reviewed By: This item is scheduled to be reviewed by the Major Projects Committee on April 14, 2008 and by the Mountain/Desert Committee on April 15, 2008

Responsible Staff: Steve Smith, Chief of Planning
Ryan Graham, Transportation Planning Analyst
Ty Schuiling, Director of Planning and Programming

SANBAG Acronym List

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

SANBAG Acronym List

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996